

EXHIBIT 1

to

Declaration of Stanley D. Saltzman

SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement Agreement”) is between representative plaintiffs Salvador Robles, Jorge Avalos, Jose Marquez, and Andres Adame, and Defendants Hub Group Trucking Inc. (formerly Comtrak Logistics, Inc.) and Hub Group Inc. (collectively, “Hub”).

A. Definitions

1. “Robles Plaintiffs” - Collective reference to Robles, Avalos and Marquez.
2. “Adame Plaintiffs” - Collective reference to the 65 individuals listed as named Plaintiffs in *Adame*.
3. “Plaintiffs” - Collective reference to the Robles Plaintiffs and the Adame Plaintiffs.
4. “The Parties” - Collective reference to Plaintiffs and Hub.
5. Where italicized, *Robles* and *Adame* refer to the respective Lawsuits (defined in this Settlement Agreement).

B. Background

6. There are two legal proceedings being settled under this Settlement Agreement: (a) *Salvador Robles, et al. v. Comtrak Logistics, Inc.*, Case No. 2:15-cv-2228-SHM-tmp (U.S.D.C. Western District of Tennessee) (“*Robles*”), and (b) *Adame, et al. v. Comtrak Logistics, Inc.*, Case No. CIVDS1511291 (Superior Court for the State of California, County of San Bernardino) (“*Adame*”). These two legal proceedings will be referred to together as “the Lawsuits.”

7. In *Robles*, the Robles Plaintiffs assert claims under various California laws relating to their classification as independent contractors. In their original and First Amended Complaints, Plaintiffs brought the claims on behalf of a class defined as “[a]ll current and former

California-based truck drivers for [Defendants], at any time from January 2009, to the present ... and who were classified by Defendants as independent contractors.”

Following the commencement of *Robles*, Defendants changed their business model. Hub terminated all independent contractor relationships and offered employment to the drivers, effective no later than September 30, 2014. Based on this development, in their Second Amended Complaint, the Robles Plaintiffs redefined the class as “all current and former California-based truck drivers for Defendants, at any time from January 2009, to [September 30, 2014] and who were classified by Defendants as independent contractors. Also in their Second Amended Complaint, the Robles Plaintiffs seek to establish two subclasses: “(a) The Former Driver Subclass, which is defined as all Drivers who are no longer employed by Defendants herein; and (b) The Settlement-Release Subclass, which is defined as all class members who executed releases of their claims in this action on or around and after August 27, 2014.”

8. In *Robles*, Marlin & Saltzman, LLP is counsel of record for the Robles Plaintiffs. In addition to representing the Robles Plaintiffs, Marlin & Saltzman, LLP stated that it also represented and represents 334 individuals who are purported members of the class. In paragraph 40 of the Second Amended Complaint, these individuals are identified by name and city of (then) current residence.

9. In *Adame*, the Plaintiffs assert a claim for civil penalties under the California Private Attorneys General Act (“PAGA”), Labor Code 2698 *et seq.*, relating to their classification as independent contractors. Sixty-five (65) individuals are named as the Plaintiffs. They bring the claims on behalf of themselves and all other aggrieved persons.

10. In *Adame*, Marlin & Saltzman, LLP is counsel of record for the Adame Plaintiffs.

C. Settlement Classes

11. There are two Settlement Classes in *Robles* under this Settlement Agreement: (a) persons who, during the applicable statute of limitations period, and up until September 30, 2014, Hub had classified as independent contractors and who did not sign an individual settlement agreement (the “Robles Class”); (b) persons who, during the applicable statute of limitations period, and up until no later than September 30, 2014, Hub had classified as independent contractors and who did sign an individual settlement agreement (the “Avalos/Marquez Class”).

12. There is one settlement group in *Adame* under this Settlement Agreement: persons who were classified as independent contractors between June 26, 2014 and September 30, 2014 (the “Adame Drivers”).

13. Exhibit 1 to this Settlement Agreement lists the individuals in the Robles Class.

14. Exhibit 2 to this Settlement Agreement lists the individuals in the Avalos/Marquez Class.

15. Exhibit 3 to this Settlement Agreement lists the Adame Drivers.

16. Some individuals in the Robles Class or the Avalos/Marquez Class are also Adame Drivers. This Settlement Agreement will specify the rights of each individual in each respective class/group.

17. The classes in this Settlement Agreement are for settlement purpose only. If this Settlement Agreement is not approved by the respective Courts, Hub preserves all defenses and arguments in opposition to class certification and representative status.

D. Settlement Amount and Allocation

18. The total amount of the settlement (the “Settlement Amount”) is four million, seven-hundred and fifty thousand dollars (\$4,750,000).

19. The Settlement Amount shall be allocated as follows:

| <u>Item</u> | <u>Gross Amount</u> | <u>Attorneys Fees Allocation (20% of Gross)</u> | <u>Costs Allocation (1% of Gross)</u> | <u>Estimated Settlement Admin Costs (\$11,000)</u> | <u>Net Amount</u> |
|---|---------------------|---|---|--|-----------------------|
| Robles Class (53 drivers) | \$3,591,300 | \$718,260 | \$35,913 | \$8,317 | \$2,828,810 |
| Avalos/Marquez Class (631 drivers) | \$908,700 | \$181,740 | \$9,087 | \$2,104 | \$715,769 |
| Adame Drivers (25% to PAGA Drivers & 75% to CA) | \$150,000 | \$30,000 | \$1,500 | \$347 | \$118,153 |
| Representative Plaintiffs' Incentive Awards | \$100,000 | \$20,000 | \$1,000 | \$232 | \$78,768 |
| | | | | | |
| TOTAL: | \$4,750,000 | \$950,000 | \$47,500 | \$11,000 | \$3,741,500 |

20. The payment to each member of the Robles Class, the Avalos/Marquez Class and the Adame Drivers group is not subject to tax withholding, as the claims in the Lawsuits are largely for non-wage damages or civil penalties. Each member of the Robles Class, the Avalos/Marquez Class and the Adame Drivers group is responsible for any tax liability associated with the payment(s).

21. The Settlement Administrator will issue, as appropriate, tax forms reflecting the payments being made under this Settlement Agreement.

E. Reasons Why this Settlement Agreement is Fair, Reasonable and Adequate

22. The Parties desire to settle the Lawsuits to: (a) avoid the burden, time, expense and uncertainty of continuing litigation, and (b) put to rest the disputes underlying the Lawsuits.

23. The Parties have engaged in extensive arms-length negotiations, including the exchange of relevant information and meetings to discuss the strengths and weaknesses of the claims and defenses.

24. This Settlement Agreement provides all individuals in the Robles Class, the Avalos/Marquez Class, and the Adame Drivers with substantial monetary benefits.

25. Members of the Avalos/Marquez Class and many Adame Drivers previously received monetary benefits when they signed individual settlement agreements. Those individuals will retain those monetary benefits under this Settlement Agreement. In addition to the monetary benefits received and retained, these class members and/or aggrieved employees will receive additional payments under this Settlement Agreement.

26. The Settlement Amount and the Settlement Amount allocation take into consideration monetary payments previously made to individuals in the Avalos/Marquez Class and to some of the Adame Drivers.

27. The Settlement Amount and the Settlement Amount allocation take into consideration:

(a) the fact that the governing District Court for the Western District of Tennessee ruled that the individual settlement agreements entered into by the class members in the Avalos/Marquez settlement class were valid and enforceable, albeit subject to appellate proceedings in United States Court of Appeals for the Sixth Circuit; and

(b) the relatively short period of time at issue in the *Adame* PAGA action.

28. Hub no longer contracts with owner-operators in California. Thus, there is no current issue with alleged misclassification as independent contractors. All potential claims for alleged misclassification asserted in the Lawsuits, or that could have been asserted in any other action, ceased for all such conduct no later than September 30, 2014, when Hub ended all independent contractor driver relationships in California.

29. There are numerous complex factual and legal issues which have led the Parties to believe that resolution of all claims under the terms in this Settlement Agreement is in the best interests of the Parties, including but not limited to the following:

- (a) whether Plaintiffs were misclassified as independent contractors;
- (b) whether the settlement agreements signed by those individuals in the Avalos/Marquez sub-settlement class and by the Adame Drivers would ultimately be found to be valid and enforceable by the United States Court of Appeals for the Sixth Circuit or by California appellate courts (for pleadings addressing the settlement agreements, *see* Docket Entries 44-49, 91-92, 95-98, 110 in *Robles*);
- (c) whether meal and rest break claims are preempted by the Federal Motor Carrier Safety Administration's December 21, 2018 California's Meal and Rest Break Rules Preemption Determination;
- (d) whether Plaintiffs' claims are preempted by the Federal Highway Administration's Truth-in-Leasing regulations, 49 C.F.R. § 376.12;
- (e) whether Plaintiffs' claims are preempted by the Federal Aviation Administration Authorization Act, 49 U.S.C. § 14501(c)(1);
- (f) whether Plaintiffs' claims are governed by Tennessee law rather than California law;

(g) whether Plaintiff may recover lease costs under California Labor Code Section 2802; and

(h) whether Plaintiffs can demonstrate any entitlement to penalties and, if so, in what amounts.

F. Waiver and Release of All Actual or Potential Claims

30. The individuals named in Exhibits 1-3 of this Settlement Agreement, on behalf of themselves, heirs, executors, administrators and assigns, waive and release Hub (including past or present parents, subsidiaries, divisions and affiliated entities, and officers, directors, employees, partners, agents, insurers and any other individual or entity which could be liable for the claims raised in the Lawsuits), and fully waive, release and forever discharge any and all claims or rights, known or unknown, arising under or relating to their contract(s), employment or other relationship with Hub to the extent such claims were alleged in the Lawsuits, or could have been alleged based on the facts alleged in the Lawsuits. These rights or claims include rights and claims under the California Labor Code (including California Labor Code sections 2698 *et seq.*), California Wage Orders, the laws cited in the Complaints in *Robles* and *Adame*, other California laws, Tennessee laws, or any independent contractor or lease agreements. This waiver and release is intended to be broad and comprehensive and to include any federal, state or local statutory, regulatory, constitutional or common law that an individual could assert against Hub as of the Effective Date of this Settlement Agreement, to the extent such claims were alleged in the Lawsuits, or could have been alleged based on the facts alleged in the Lawsuits.

Plaintiff Robles also waives and releases all of his personal claims (described in paragraph 32 of the Second Amended Complaint) alleged in the Lawsuits or that could have been alleged based on the facts alleged in the Lawsuits.

31. The individuals named in Exhibits 1-3 of this Settlement Agreement further knowingly waive and release, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code as to released claims as described above, which provides: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

32. Notwithstanding the above, nothing in this “Waiver and Release of All Actual or Potential Claims,” or in any other provision in this Settlement Agreement, shall prohibit any individual from testifying, assisting or participating in a governmental or regulatory agency investigation, hearing or proceeding. However, the persons eligible for a benefit under this Settlement Agreement waive and give up all rights to any money or other individual relief based on any agency or judicial decision, including class or collective rulings, to the extent such claims are based on the allegations in the Lawsuits, or could have been alleged in the Lawsuits based on the facts alleged in the Lawsuits. Such persons may receive money properly awarded by the U.S. Securities and Exchange Commission as a reward for providing information to that agency.

G. Settlement Approval Procedures

(1) Under Federal Rule of Civil Procedure 23(e) - *Robles*

33. Within twenty-one calendar (21) days after the Effective Date of this Settlement Agreement, the Robles Plaintiffs will move the *Robles* Court to: (a) certify for settlement purposes only the Robles Class and the Avalos/Marquez Class; (b) preliminarily approve this Settlement Agreement; (c) authorize the sending of notice to the Robles Class and the Avalos/Marquez Class; and (d) schedule a hearing date for final approval of this Settlement Agreement.

34. Within twenty-four (24) calendar days after the Court preliminarily approves this Settlement Agreement, the Settlement Administrator (see below) will send the notice attached to this Settlement Agreement as Exhibit 4 to members of the Robles Class and the Avalos/Marquez Class.

35. At least twenty-eight (28) calendar days prior to the hearing date for final approval of this Settlement Agreement, the Representative Plaintiffs, through Class/Representative Counsel, will file with the Court: (a) a motion for the Court to give final approval of this Settlement Agreement, and (b) a motion for the Court to approve the requested fees, costs, and incentive awards.

36. At least fourteen (14) calendar days prior to the hearing date for final approval of this Settlement Agreement, the Representative Plaintiffs, through Class/Representative Counsel, will file with the Court a report on the number of objections or opt-outs, if any.

(2) Settlement Approval - *Adame*

37. Within twenty-one (21) days after the Effective Date of this Settlement Agreement, the Adame Plaintiffs will move the *Adame* Court to: (a) approve this Settlement Agreement; (b) dismiss *Adame* with prejudice. The Adame Plaintiffs also will provide any notice to the LWDA that may be required. Because the claim in *Adame* is with respect to PAGA only, and is therefore not subject to the rules governing settlement of class actions, only Court approval is necessary; there is no need for a claims process, notice, or an opportunity to object or opt-out.

(3) Notice, Objections and Exclusion Rights

A. Notice

38. Representative Plaintiffs and Defendants, through their respective attorneys, have jointly prepared a Notice of Proposed Settlement of Class Action Lawsuit (the “Notice”), Exhibit 4 hereto, which will be provided to the Class Members as follows:

A. As soon as practicable following preliminary approval of the Settlement Agreement, but no later than fourteen (14) calendar days after the Court’s preliminary approval order, Defendants will provide to the Settlement Administrator and to Class/Representative Counsel, the following information:

i. **Avalos/Marquez Class** – the full name, last known home address, Social Security Number, and amount of the prior settlement payment made to each Avalos/Marquez Class member;

ii. **Robles Class** – the full name, last known home address, Social Security Number, as well as the number of workweeks for each Robles Class member during the settlement period or the dates of employment for each Robles Class member; and

iii. **Adame Drivers** - the full name, last known home address, Social Security Number, and number of pay periods worked during the PAGA period for each Adame Driver or the dates of employment for each Adame Driver.

B. Defendants will consult with the Settlement Administrator prior to the production of this data to ensure that the format will be acceptable to the Settlement Administrator.

C. The Settlement Administrator shall run all the addresses provided through the United States Postal Service National Change of Address (“NCOA”) database (which provides updated addresses for any individual who has moved in the previous four years who has notified the U.S. Postal Service of a forwarding address) to obtain current address information, and shall

mail the Notice to the Class Members via first-class regular U.S. Mail using the most current mailing address information available, within ten (10) calendar days of the receipt of the data from Defendants.

D. The Notice shall provide Class Members a minimum of forty-five (45) days' notice of all applicable dates and deadlines. The Notice will also include information regarding the nature of the Lawsuits; a summary of the terms of the Settlement Agreement; the definition of the Avalos/Marquez Class and the Robles Class; a statement that the Court has preliminarily approved the Settlement Agreement; the nature and scope of the claims being released; the procedure and time period for objecting to the Settlement, the date and location of the final approval hearing; and information regarding the opt-out procedure.

E. If a Notice is returned from the initial Notice mailing, the Settlement Administrator will perform a skip trace in an attempt to locate a more current address. If the Settlement Administrator is successful in locating a new address, it will re-mail the Notice to the new address. If the skip-trace does not reveal a more recent address, the Settlement Administrator will re-send the notice to the last known address.

F. Further, any Notices returned to the Settlement Administrator as non-deliverable before the deadline date, shall be sent to any forwarding address affixed thereto.

G. No later than twenty-five (25) days before the final approval hearing, the Settlement Administrator shall provide counsel for Defendants and Class/Representative Counsel with a declaration attesting to the completion of the Notice process, including the number of attempts to obtain valid mailing addresses for and re-sending of any returned Notices, as well as the number of opt-outs and deficiencies that the Settlement Administrator received.

B. Objections

39. To object to the Settlement, a Class Member must send a written objection to the Settlement Administrator. He or she may appear at the Final Approval Hearing only if they have timely submitted a written objection. For a written objection to be valid and timely, it must include: (i) the objector's full name, signature, address, telephone number, the approximate dates of employment with Defendants in California, and last four digits of his or her Social Security number; (ii) the case name and number; (iii) a written statement of all grounds for the objection accompanied by any legal support for such objection; (iv) copies of any papers, briefs, or other documents upon which the objection is based, if any; (v) a statement describing whether the objector intends to appear at the final approval hearing, either in person or through counsel at his or her own expense; and (vi) be postmarked no later than forty five (45) days after the date the Settlement Administrator initially mails out the Notice. The Settlement Administrator shall promptly provide copies of any written objections to Class/Representative Counsel and Defendants' counsel, including the postmark dates of each such objection.

Class/Representative Counsel and Defendants' counsel shall file any responses to any written objections at least seven (7) calendar days before the final approval hearing.

C. Opportunity to be Excluded

40. In order for any Class Member to validly exclude himself or herself from the Settlement (*i.e.*, to validly opt out), a written request for exclusion ("Request to be Excluded") must be signed and returned to the Settlement Administrator, postmarked by no later than forty five (45) days after the date the Settlement Administrator initially mails the Notice. The Notice shall contain instructions on how to opt out.

41. The date of the initial mailing of the Notice, and the date the signed Request to be Excluded was postmarked, shall be conclusively determined according to the records of the Settlement Administrator.

42. Any Class Member who timely and validly submits a Request to be Excluded from the Settlement Class and the Settlement will not be entitled to any portion of the Settlement payment, will not be bound by the terms and conditions of the Settlement, and will not have any right to object, appeal, or comment thereon. Any money allocated to a Class Member who timely and validly opts-out of this Settlement shall revert into the Net Settlement Amount to be distributed between the participating settling class members on a pro-rata basis.

43. Any member Class Member who does not timely file and mail a Request to be Excluded will be deemed included as a Class Member in accordance with the terms of this Settlement.

D. Payment of Settlement Amount

44. The Parties have selected CPT Group, Inc. to administrator all notices, payments and other matters under this Settlement Agreement. The costs of the Settlement Administrator shall be deducted from the Settlement Amount.

45. Within thirty (30) calendar days after the later date of the following dates: (a) dismissal of *Robles*, (b) dismissal of *Adame*, (c) the expiration of the time to appeal both dismissals, and (d) the final resolution of any objection or appeal, without recourse of further objection or appeal, Hub will deposit the Settlement Amount with the Settlement Administrator. The Settlement Administrator then will issue and send the payments as set forth in this Settlement Agreement. If an individual's payment is returned as undeliverable, a second mailing will be made. If the second mailing is returned as undeliverable, no further mailing attempts will be required, and the funds in question will be provided to the State of California Unpaid Claims

Fund, for the benefit of the class members who did not receive the funds. Funds allocated to any individual who opts-out will be distributed on a pro-rata basis to the remaining participating class members.

(4) Distribution Formula

46. Members of the Avalos/Marquez Class not opting out will receive a lump sum payment as good and valuable consideration for the waiver and release of claims asserted in the Lawsuits, in an amount to be determined by the Settlement Administrator in accordance with the following rules: the Settlement Administrator shall (i) determine the amount each Avalos/Marquez Class member previously received from Defendants to settle the claims raised in the Lawsuits based on data to be provided by Defendants (“Prior Settlement Amount”), (ii) multiply the Prior Settlement Amount by 10%, and (iii) deduct that Avalos/Marquez Class member’s pro rata share of applicable attorneys’ fees and costs, in order to arrive at the amount to be received by the Avalos/Marquez Class members.

47. Members of the Robles Class not opting out will receive a lump sum payment as good and valuable consideration for the waiver and release of claims asserted in the Lawsuits, in an amount to be determined by the Settlement Administrator in accordance with the following rules: the Settlement Administrator shall (i) determine the net amount to be paid to the Robles Class after the deductions listed in Paragraph 19, *supra* (including attorneys’ fees and costs) (“Robles Class Net Settlement Amount”), (ii) divide the Robles Class Net Settlement Amount by the number of total work-weeks worked by Robles Class members during the applicable time period (3,361 total work weeks), resulting in the “Robles Class Net Settlement Amount Per Week”, (iii) determine the number of workweeks attributable to each Robles Class member based on records provided by Defendants, and (iv) multiply the Robles Class Net Settlement

Amount Per Week times the number of workweeks attributable to each individual Robles Class member.

48. The Adame PAGA drivers will receive a lump sum payment equal to their pro rata share of the 25% of the PAGA payment (less fees and costs) based on the number of pay periods each *Adame* PAGA driver drove during the PAGA period, in an amount determined by the Settlement Administrator in accordance with the provisions of this Agreement.

(5) Addresses For Mailings Under This Settlement Agreement

49. All notices and settlement payments under this Settlement Agreement will be sent to the individual at the address listed on Exhibits 1-3.

(6) Cooperation in Obtaining Court Approval

50. The Parties agree that this Settlement Agreement is fair and reasonable, and will so represent to the Courts in *Robles* and *Adame*. The Parties shall timely cooperate and present to the Courts, for their consideration in connection with the approval of this Settlement Agreement, any and all necessary pleadings. The Parties shall use reasonable efforts that may become necessary to effectuate the settlement if the Courts express any objection to approval.

H. Settlement Is Conditioned on Final Approvals of this Settlement Agreement and Dismissal With Prejudice of *Robles* and *Adame*

51. This Settlement Agreement is conditioned on both of the pending Lawsuits being dismissed with prejudice pursuant to the terms of this Settlement Agreement. If the Court in *Robles* or the Court in *Adame* does not approve this Settlement Agreement, then this Settlement Agreement is null and void in its entirety. The Parties will, in such circumstance, make reasonable efforts to resolve the issue(s) identified by the Court(s) resulting in the denial of approval.

I. Other Provisions

52. **No Admissions.** The Parties acknowledge and agree that this Settlement Agreement is a compromise based on disputed positions and shall not be construed as an admission of liability or wrongdoing by Hub or any person.

53. **Governing Law.** This Settlement Agreement shall be interpreted in accordance with the laws of California.

54. **Parties' Authority.** The signatories represent that they are fully authorized to enter into this Settlement Agreement and bind t[he Parties to the terms and conditions in this Settlement Agreement.

55. **Modification.** This Settlement Agreement may not be changed, altered or modified, except in writing and signed by the Parties hereto, and approved by the Courts in *Robles* and *Adame*.

56. **Integration Clause.** This Settlement Agreement contains the entire agreement between the Parties relating to settlement of *Robles* and *Adame*. All prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a party or such party's legal counsel, are merged herein. However, nothing in this Settlement Agreement affects the validity and enforceability of the agreements signed by persons in the Avalos/Marquez Class or the Adame Drivers.

57. **Confidentiality.** The Robles Plaintiffs and the Adame Plaintiffs agree to not issue press releases or initiate contact with the press about this Settlement Agreement. If the Robles Plaintiffs or the Adame Plaintiffs are contacted by a third party, excluding the LWDA, they shall only state that the matter is resolved. This paragraph shall not be interpreted to impair the legal obligations to advocate for approval of the Settlement Agreement.

58. **Effective Date of Settlement Agreement.** This Settlement Agreement shall be effective on the last signature date by the signatories to this Settlement Agreement.



Salvador Robles

Dated: 02 / 01 / 2022

Jorge Avalos

Dated: _____

Jose Marquez

Dated: _____

Andres Adame

Dated: _____

58. **Effective Date of Settlement Agreement.** This Settlement Agreement shall be effective on the last signature date by the signatories to this Settlement Agreement.

Salvador Robles

Dated: _____



Jorge Avalos

Dated: 02 / 01 / 2022

Jose Marquez

Dated: _____

Andres Adame

Dated: _____


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Salvador Robles

Dated: _____

Jorge Avalos

Dated: _____



Jose Marquez

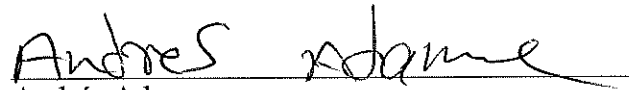
Dated: 02 / 02 / 2022

Andres Adame

Dated: _____

José Marquez

Fecha: _____



Andrés Adame

Fecha: 2-15-22



Hub Group Trucking Inc. (formerly Comtrak Logistics, Inc.)

By: Thomas P. LaFrance

Title: Secretary

Dated: 2/7/2022



Hub Group Inc.

By: Thomas P. LaFrance

Title: EVP, General Counsel

Dated: 2/7/2022

Exhibit 1 to Settlement Agreement

Individuals in the Robles Class

| | |
|----|-------------------------------|
| 1 | ALVAREZ, ARTURO |
| 2 | ARRIAGA, EDGAR A |
| 3 | BARBARIN JR, SERGIO D. |
| 4 | BARILLAS, CARLOS |
| 5 | BROWNING, KARRON KARAJAN |
| 6 | CALVANESE, EDUARDO MAXIMILANO |
| 7 | CAMACHO, HECTOR |
| 8 | CASTILLO, OSCAR ARISTIDES |
| 9 | CRUZ MIRANDA, HECTOR ANTONIO |
| 10 | DIAZ, VICTOR HUGO |
| 11 | DONGSAVANH, SOUKTHAVY |
| 12 | DURAN, LEON G |
| 13 | ESPEL, EDWIN ROLANDO |
| 14 | EZEASOR, HENRY OLUCHUKWU |
| 15 | FLORES, JOSE LUIS |
| 16 | FLORES SANTIAGO, JOSE |
| 17 | GARCIA CALDERON, ROBERTO |
| 18 | GODOY, STEVEN |
| 19 | IVORY, CHRISTOPHER EUGENE |
| 20 | JOHNSON JR, GROVER LEROY |
| 21 | JONCIC, SASA |
| 22 | LEMUS, ALAN V |
| 23 | MCGHEE, PATRICK M |
| 24 | MCLAURIN, GREGORY ALLEN |
| 25 | MENENDEZ VILLANUEVA, ROLANDO |
| 26 | MORALES, RAFAEL |
| 27 | MUNOZ, GERARDO |
| 28 | OLIVARES, JEAMME RUTHERFOORD |
| 29 | PALMA, MORIS OSMAR |
| 30 | PASTRANA, MILTON DEJESUS |
| 31 | PEREZ, ERMIS VELIZ |
| 32 | RAMIREZ, JUAN |
| 33 | RIOS, SAMUEL |
| 34 | RIVERA JR, JOSE F |
| 35 | ROBLES, SALVADOR |
| 36 | RODRIGUEZ, FRANCISCO JAVIER |
| 37 | RODRIGUEZ , FRANCISCO |
| 38 | ROLON, JOSE CUEVAS |

| | |
|----|--------------------------|
| 39 | RONQUILLO, VICTOR M. |
| 40 | ROOTERS, JUSTUS |
| 41 | SANTANA, LAZARO |
| 42 | SERBELLON, JOSUE |
| 43 | SINGH, LAKHWINDER |
| 44 | SOTO, LUIS REYES |
| 45 | TONTILLO, FRANK C |
| 46 | TORRES, GABRIEL FERNANDO |
| 47 | TORRES, JOSE ORLANDO |
| 48 | VACA, MANUEL GUTIRERREZ |
| 49 | VARGAS, RUBEN |
| 50 | VAUGHN, ROBERT |
| 51 | ZEPEDA, JOSE EVARISTO |

Exhibit 2 to Settlement Agreement

Individuals in the Avalos/Marquez Class

| | |
|----|-----------------------------|
| 1 | ACEVES, DAVID |
| 2 | ACKLING, MICHAEL DEAN |
| 3 | ACUNA JR, MANUEL P |
| 4 | ADAME, ANDRES |
| 5 | AGUILAR, JUAN GONZALEZ |
| 6 | AGUILAR, ADAN |
| 7 | AGUILAR, J. GUADALUPE |
| 8 | AGUILERA GUTIERREZ, AGUSTIN |
| 9 | ALAMILLA, AGUSTIN J |
| 10 | ALDANA, ISRAEL |
| 11 | ALDANA, MANUEL |
| 12 | ALDERETE, RUBEN DARIO |
| 13 | ALEJO ALANIZ, EDGAR ULISES |
| 14 | ALEMAN, JOSE RIGOBERTO |
| 15 | ALI, IMRAN |
| 16 | ALVARADO, ROBERT LOUIS |
| 17 | ALVARADO, EDWIN H |
| 18 | ALVARADO, RAUL GONZALEZ |
| 19 | ALVARADO OLEA, ALFREDO |
| 20 | ALVAREZ, MIGUEL |
| 21 | ALVAREZ, SALVADOR |
| 22 | ALVAREZ, SALVADOR A |
| 23 | AMADO, HUGO WALDEMAR |
| 24 | AMADO, NERY ABEL |
| 25 | AMAYA, ANIBAL |
| 26 | AMAYA, SONIA EVELYN |
| 27 | AMAYA, MANUEL J. |
| 28 | AMERICANO, JUAN |
| 29 | ANAYA, JASON MICHAEL |
| 30 | ANDRADE , JOSE |
| 31 | ANGEL, LEONARDO RUIZ |
| 32 | AODTAMA, ADAMS DOM |
| 33 | ARAMBULA, MARIO A |
| 34 | ARGUMEDO, KATIA DAMARIS |
| 35 | ARIAS, JAIME |
| 36 | ARREGUIN , JUAN G |
| 37 | AVALOS, JORGE |
| 38 | AVILA, EVARISTO |
| 39 | AVILES, ISIDRO REYNALDO |
| 40 | AYALA, RODRIGO ALEJANDRE |
| 41 | AYALA, IGNACIO FERNANDEZ |

| | |
|----|-------------------------------|
| 42 | AZUCENA, JOSE R. |
| 43 | BAGRI, SATWANT S. |
| 44 | BARAJAS TEMBLADOR, ELEAQUIN |
| 45 | BARILLAS, JOSE NELSON |
| 46 | BARRAGAN, IGNACIO |
| 47 | BARRAGAN, SALVADOR |
| 48 | BARRERA, REFUGIO |
| 49 | BARRERA, JESUS DAVID |
| 50 | BARRERA, RICARDO PARDO |
| 51 | BARRETO, PEDRO |
| 52 | BASSI, JASKARAN SINGH |
| 53 | BAUTISTA, HECTOR GERARDO |
| 54 | BAUTISTA, JULIO |
| 55 | BAUTISTA, RAUL |
| 56 | BEHNWAL, SANDEEP SINGH |
| 57 | BERNAL, ALALBERTO |
| 58 | BHINDER, DAMANJEET |
| 59 | BIRK, RESHAM SINGH |
| 60 | BLANCO, FRANKLIN ERNESTO |
| 61 | BLANDON, FREDDY ANTONIO |
| 62 | BONILLA, JOSE D |
| 63 | BONILLA, SANTOS T |
| 64 | BONJOC JR, AGAPITO |
| 65 | BORJON, MOISES |
| 66 | BOUNMIVILAY, SITHONG |
| 67 | BOUTAMA, DAENG |
| 68 | BRADLEY, MARLON RUDOLPH |
| 69 | BRAN, CARLOS ENRIQUE |
| 70 | BRAR, MANPREET SINGH |
| 71 | BRATHWAITE, RAYMOND |
| 72 | BRAVATTI, MARK ANTHONY |
| 73 | BRIONES, GONZALO |
| 74 | BRITO, JAIME E |
| 75 | BURROUS, KENNETH RAY |
| 76 | CABRERA, JORGE GONZALEZ |
| 77 | CABRERA, GONZALO |
| 78 | CABRERA, JOSE A |
| 79 | CACERES, NOEL FRANCISCO |
| 80 | CAGUIOA, RODOLFO |
| 81 | CALDERON, MOISES |
| 82 | CALERO CAICEDO, VICTOR ALONSO |
| 83 | CAMPOS, AARON |
| 84 | CAMPOS, ANGEL ANDRES |
| 85 | CAMPOS, CARLOS FRANCISCO |
| 86 | CANISALEZ, ENRIGUE |

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| 87 | CANO, TRINIDAD SANDOVAL |
| 88 | CANO, SERGIO |
| 89 | CANTALOUBE, ALFRED CHARLIE |
| 90 | CARCAMO, ORLANDO P |
| 91 | CARDENAS, FRANCISCO |
| 92 | CARLOS, ARMANDO |
| 93 | CARLOS, CARLOS |
| 94 | CARLOS, JORGE ABEL |
| 95 | CARR JR., JOHN S |
| 96 | CARRASCO, JOEL |
| 97 | CARRILLO, CLARO |
| 98 | CARRILLO, JOSE |
| 99 | CARRILLO, RODOLFO S |
| 100 | CARTER, DARNELL YVETTE |
| 101 | CASAMALHUPA ORTIZ, CARLOS ARTURO |
| 102 | CASILLAS, DAVID ALEJANDRO |
| 103 | CASTANEDA, JUAN CARLOS |
| 104 | CASTELLANOS GAVIDIA, CARLOS EDUARDO |
| 105 | CASTILLO, JUAN CARLOS |
| 106 | CASTRO, CHARLES A |
| 107 | CASTRO, JOHN |
| 108 | CASTRO, CONRAD |
| 109 | CASTRO , MANUEL ANTONIO |
| 110 | CASTRO ARDON, ALVARO R |
| 111 | CASTRO QUINTANILLA, LUIS EVER |
| 112 | CASTRO SANDOVAL, ANDREW |
| 113 | CENTURION , MARTIN MIGUEL |
| 114 | CERNA, GILBERTO ENRIQUE |
| 115 | CERVANTES, BERNARDINO CHAVEZ |
| 116 | CERVANTES, ANTONIO |
| 117 | CERVANTES ROMAN, SALVADOR |
| 118 | CHAHAL, HARPREET SINGH |
| 119 | CHAHAL, DALJIT SINGH |
| 120 | CHAHAL, HARDIP SINGH |
| 121 | CHANACHAI, KHAMPHAI |
| 122 | CHAUHAN, HARPINDER SINGH |
| 123 | CHAVEZ, GABE |
| 124 | CHAVEZ, LUIS E. |
| 125 | CHAVEZ, CARLOS ROBERTO |
| 126 | CHAVEZ, JULIO PEREZ |
| 127 | CHEA, MEANG |
| 128 | CHEEMA, GURWINDER SINGH |
| 129 | CHITPASONG, SOMNUK |
| 130 | CHITPASONG, SYARD |
| 131 | CHUM, PHAT |

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| 132 | CISNEROS, ALEJANDRO |
| 133 | COLON, ANGEL ANDREW |
| 134 | CONNERS, JOHN CHURCHILL |
| 135 | CONTRERAS, RAMON G |
| 136 | CORDOBA MARTINEZ, GERARDO |
| 137 | COREAS, VICTOR K |
| 138 | CORNEJO, JOSE ARAFAT |
| 139 | CORONA, JUAN |
| 140 | CORTES , JAIME BAUTISTA |
| 141 | COSTA, TONY ADELINO |
| 142 | COTO, VICTOR H |
| 143 | COVARRUBIAS, FERNANDO |
| 144 | CRUZ PINEDA, SAUL I |
| 145 | CRUZ ZEPEDA, RENE |
| 146 | CRUZ-FLORES, RONNY |
| 147 | CUBANBANG, ROMEO MACADANGDANG |
| 148 | CUBANGBANG, NESTER M |
| 149 | CURIEL, ANTONIO |
| 150 | DANIELYAN, SAMUEL |
| 151 | DAVIS, TERRY ANTHONY |
| 152 | DE ALBA, JORGE GARCIA |
| 153 | DE LA PAZ, JAIME C. |
| 154 | DE VEARTE MEDIETA, MARCOS R. |
| 155 | DECOUD, LAWRENCE MICHAEL |
| 156 | DELGADILLO, FRANCISCO |
| 157 | DEOL, KULWINDER |
| 158 | DETLEUXAY, SINXAY T |
| 159 | DHAMI, GURJIT SINGH |
| 160 | DHILLON, PARDIP SINGH |
| 161 | DIAZ, CORNELIO |
| 162 | DIAZ, SALVADOR |
| 163 | DIAZ GARCIA, JOSE JUAN |
| 164 | DIXON, CHRISTOPHER CHARLES |
| 165 | DLEON, ANDREW S. |
| 166 | DOMINGUEZ, ABEL SALAZAR |
| 167 | DOMINGUEZ, FERNANDO MENDEZ |
| 168 | DOMINGUEZ, JUAN EDUARDO |
| 169 | DONGON, ARNULFO |
| 170 | DOSANJH, JASVIR SINGH |
| 171 | DOSANJH, AMRIK |
| 172 | DOSANJH, SANTOKH S. |
| 173 | DOSANJH, TEHAL |
| 174 | DRESSLER, CHRISTOPHER |
| 175 | DUKES, ROBERT |
| 176 | DURAN , MIGUEL |

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| 177 | ELIJAHJUAN, HIREEM |
| 178 | ELIZONDO, ENRIQUE |
| 179 | EN, YEN |
| 180 | EN, SAVONG |
| 181 | EN, SAM ATH |
| 182 | EN, SAMOL |
| 183 | EN, SAVUTH |
| 184 | EN, YONG (CAMERON) |
| 185 | EN, YUN JOE |
| 186 | ERNEST, WILLIAM |
| 187 | ESPARZA , RAUL |
| 188 | ESPINOSA, CARLOS |
| 189 | ESTRADA, SAMMY |
| 190 | ESTRADA, LAWRENCE M |
| 191 | ESTRADA INIGUEZ, SERGIO |
| 192 | FARLEY, MICHAEL DEWAYNE |
| 193 | FARUK, MOHAMMED |
| 194 | FITT, TROY ANTHONY |
| 195 | FLORES, JOE BENJAMIN |
| 196 | FLORES, JOSE LUIS |
| 197 | FLORES-JIMENEZ, ALFONSO |
| 198 | FLOREZ-PEREZ, RIGOBERTO |
| 199 | FONSECA, JOSE LUIS |
| 200 | FOWLER, FRANKLIN W |
| 201 | FRAUSTO JR, FELIPE |
| 202 | FUENTES, FRANCISCO |
| 203 | GABRIEL, EDWARD |
| 204 | GAETE, CARLOS MAXIMILIANO |
| 205 | GALAMAY JR, RAMON BOLOSAN |
| 206 | GALINDO, FREDDIE OTTONIEL |
| 207 | GALLARDO, LARRY SILVO |
| 208 | GALLARDO DIEGO, FRANCISCO |
| 209 | GALLEGOS, MARIO |
| 210 | GALLO, JUAN M. |
| 211 | GALVAN, MOISES |
| 212 | GARCIA, PAUL FRANK |
| 213 | GARCIA, MARIA |
| 214 | GARCIA, MANLIO G |
| 215 | GARCIA , SEGIO DIAZ |
| 216 | GARCIA (MEDRANO), RAQUEL |
| 217 | GARCIA NAVARRO, SANTOS |
| 218 | GARCIA VILLASENOR, LUIS ENRIQUE |
| 219 | GARCIA-GARCIA, RUBEN |
| 220 | GAZCON, FERNANDO |
| 221 | GHULAM, FAROUQ |

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| 222 | GIRON, MARIO ROBERTO |
| 223 | GIRON, SEGIO DANILO |
| 224 | GOMEZ, FRANCISCO PABLO |
| 225 | GOMEZ (NUNEZ), MARIO ISMAEL |
| 226 | GONZALES, VICTOR MANUEL |
| 227 | GONZALES, GUMECINDO |
| 228 | GONZALES, VICTOR |
| 229 | GONZALES JR, NICHOLAS A |
| 230 | GONZALEZ, ROSARIO |
| 231 | GONZALEZ, FELIX |
| 232 | GONZALEZ, JUAN |
| 233 | GONZALEZ, JOSE |
| 234 | GONZALEZ, JOSE D |
| 235 | GONZALEZ, JOSE RAFAEL |
| 236 | GONZALEZ, MANUEL |
| 237 | GONZALEZ, ROBERTO A |
| 238 | GONZALEZ, VIRGILIO |
| 239 | GONZALEZ ELIAS, FERNANDO |
| 240 | GONZALEZ JR, DAVID |
| 241 | GOODEN, DONALD |
| 242 | GOODWIN, DAN ALAN |
| 243 | GORDON, BARRY S. |
| 244 | GRANADOS, DANIEL BRIAN |
| 245 | GREENWOOD JR., JOHN WESLEY |
| 246 | GREWAL, MANMOHAN SINGH |
| 247 | GUADRON, WALTER ANTONIO |
| 248 | GUAJARDO, ABISAI |
| 249 | GUAJARDO, ARMANDO |
| 250 | GUIRA, ALEX GUMAYAGAY |
| 251 | GUNNISON, FREDRICK ARNESS |
| 252 | GURAYA , POONAM PREET |
| 253 | GUTIERREZ, JOSE ALFREDO |
| 254 | GUTIERREZ DIAZ, GUILLERMO |
| 255 | GUZMAN MELENDEZ, JOEL OSWALDO |
| 256 | HAKIM, ALFRED |
| 257 | HASIC, GORAN |
| 258 | HATCH, MIGUEL ANGEL |
| 259 | HEATHERLY, CAREY |
| 260 | HEM, WATHA S. |
| 261 | HERNANDEZ, JOHNNY E. |
| 262 | HERNANDEZ, STEVE DAVID |
| 263 | HERNANDEZ, ARTURO P. |
| 264 | HERNANDEZ, GERARDO ANTONIO |
| 265 | HERNANDEZ, LUCIANA MILAGRO |
| 266 | HERNANDEZ VALEN, VICTOR |

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| 267 | HERRERA, CARLOS HUERTA |
| 268 | HERRERA, MARTIN |
| 269 | HODGE, DONALD STERLING |
| 270 | HOPKINS, RONNELL |
| 271 | HOWARD, MYISHA |
| 272 | HUERTA, JESUS |
| 273 | HUITZ, LUIS |
| 274 | INTERIANO SANTELIZ, GARY N |
| 275 | INTURBURO-VALDOVINOS, RODRIGO |
| 276 | ISLAS, CRISTIAN I |
| 277 | IVONG, SOUN SENGNAL |
| 278 | IXTA, EFREN DIAS |
| 279 | JACOBO, SABINO A |
| 280 | JANDE, KULVINDER SINGH |
| 281 | JIMENEZ, JAIME |
| 282 | JOHAL, JAGJIT SINGH |
| 283 | JOHAL, HARINDERJIT SINGH |
| 284 | JOHNSON, DAIONE K |
| 285 | JONES, REGGIE ANDREA |
| 286 | JOVICIC, LJUBISA |
| 287 | JUAREZ, EZEQUIEL |
| 288 | JUAREZ, JAIME |
| 289 | JUJ, JAGTAR SINGH |
| 290 | JUJ, PRITAN S |
| 291 | KAEWBUNYORD, SOKPHA |
| 292 | KAUSHAL, RAJIV |
| 293 | KEOKOT, AMPHONE |
| 294 | KESSELS, MARIO |
| 295 | KHAMOU, FEREIDOUN |
| 296 | KHAN, MUHAMMAD AMJAD |
| 297 | KHAN, BABAR ZAMAN |
| 298 | KHICHOTOUR TAKIEH, KLADIN |
| 299 | KHLAUT, GARY SARY |
| 300 | KUMAR, VIJAY |
| 301 | LASSO, CARLOS F |
| 302 | LEAL, EDGAR |
| 303 | LEDESMA, MANUEL |
| 304 | LEDESMA, NORA E. |
| 305 | LEIVA, MIGUEL ANGEL |
| 306 | LEMUS, JULIO CESAR |
| 307 | LEMUS, EUGENIO C |
| 308 | LEMUS CRUZ, JOSE R |
| 309 | LEPP, LOREN PAUL |
| 310 | LEZAMA, MANOLO |
| 311 | LIMA, JORGE ARMANDO |

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| 312 | LOPEZ, HUGO |
| 313 | LOPEZ, FIDEL ANGEL |
| 314 | LOPEZ, JACOBO |
| 315 | LOPEZ, JOAQUIN |
| 316 | LOPEZ, JORGE A |
| 317 | LOPEZ, JOSE MARCELINO |
| 318 | LOPEZ, ROBERTO |
| 319 | LOPEZ DE REYES (GARCIA), ANA J |
| 320 | LOPEZ GALEANO, MANUEL R |
| 321 | LOPEZ MELCHOR, LUIS |
| 322 | LOURM, MAO |
| 323 | MACIAS, CARLOS LUIS |
| 324 | MACIAS, ULYSES A |
| 325 | MALTEZ, RAMON |
| 326 | MANDAIR, GURBAX SINGH |
| 327 | MANURUNG, ISACK HERYANTO |
| 328 | MARIN, GUSTAVO |
| 329 | MARIN, HILARIO |
| 330 | MARKARYAN, ARTHUR |
| 331 | MAROTTA, GIOCONDA |
| 332 | MARQUEZ JR, JUAN |
| 333 | MARQUEZ MARTINEZ, JOSE ARMANDO |
| 334 | MARQUINA, CARLOS |
| 335 | MARTINEZ, ENRIQUE |
| 336 | MARTINEZ, SERGIO |
| 337 | MARTINEZ, NELSON VELASQUEZ |
| 338 | MARTINEZ, FRANKLIN ABEL |
| 339 | MARTINEZ, ENRIQUE |
| 340 | MARTINEZ, ENRIQUE |
| 341 | MARTINEZ, FRANCISCO ARMANDO |
| 342 | MARTINEZ, HENRY ALVARADO |
| 343 | MARTINEZ, JORGE CARRANZA |
| 344 | MARTINEZ, RAMON |
| 345 | MARTINEZ , JOSE JESUS ORTEGA |
| 346 | MARTINEZ , OSCAR |
| 347 | MARTINEZ BOLANOS, SANTOS ALFONSO |
| 348 | MARTINEZ COREAS, JOSE A |
| 349 | MARTINEZ DAVILA, HECTOR |
| 350 | MARTINEZ OCHOA, JULIO |
| 351 | MATTA TRUJILLO, HECTOR JOSE |
| 352 | MEAVE, JOSE LUIS |
| 353 | MEDINA, THOMAS GARCIA |
| 354 | MEHTA, NAVEEN |
| 355 | MEJIA, RAFAEL GREGORIO |
| 356 | MELARA, ALVARO E |

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| 357 | MELARA, WILLIAM ALEXANDER |
| 358 | MEN, VIJAY SIHARIDDH |
| 359 | MENDEZ, EDGAR DE JESUS |
| 360 | MENDEZ, ANTONIO |
| 361 | MENJIVAR, PEDRO |
| 362 | MIDENCE, ERVIN ALBERTO |
| 363 | MIRA, SAMUEL ELIAS |
| 364 | MIRANDA, JOSE R |
| 365 | MIRO, ERICK NOE |
| 366 | MITCHELL, BRUCE VESTER JR. |
| 367 | MITROVIC, BOJAN |
| 368 | MIZIOLEK, TOMASZ |
| 369 | MOJICA, HECTOR |
| 370 | MONROY, ELMER DANILO |
| 371 | MONROY, SIGFREDO |
| 372 | MONROY, FLORIDALMA |
| 373 | MONROY-PORTILLO, OSCAR LEONEL |
| 374 | MONTE DE OCA, ANTONIO PICHARDO |
| 375 | MONTUFAR MARROQUIN, ARMANDO |
| 376 | MORA, LUIS ALBERTO |
| 377 | MORENO, RENE |
| 378 | MORENO, GERONIMO |
| 379 | MORENO, HUMBERTO A |
| 380 | MORENO, ISRAEL |
| 381 | MORENO, JORGE E |
| 382 | MORENO, REYNALDO ALFONSO |
| 383 | MUNGUIA, CINAIH |
| 384 | MUNGUIA, GAMALIEL |
| 385 | MUNOZ, JAIME AVILA |
| 386 | MUNOZ, CARLOS R |
| 387 | MUNOZ, RUFINO OLMOS |
| 388 | MURILLO, HORACIO J |
| 389 | MURILLO, DAVID LUNA |
| 390 | MURILLO, ROLANDO AVALOS |
| 391 | NAK, SURRELL |
| 392 | NASH, MARVIN |
| 393 | NAVARRETE, JESUS |
| 394 | NAVARRETE, EDGAR |
| 395 | NAVARRETTE, ELMER GUILLERMO |
| 396 | NAVARRO, VICTOR MANUEL |
| 397 | NAVAS VEGA, JOSE ADOLFO |
| 398 | NGOUN, LAV ALEX |
| 399 | NGUYEN, JOHNNY TOAN |
| 400 | NORTH LENDALE JR, ROBERT |
| 401 | NUNEZ RIUZ, ADAM EFREN |

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| 402 | OBTINALLA, DEWEY ORTALEZA |
| 403 | OCHOA, OSCAR RIVERA |
| 404 | OCHOA, JUAN MANUEL |
| 405 | OLEA, RICHARD |
| 406 | OLIVARES, ISRAEL |
| 407 | OLIVAS , SANTOS LUIS |
| 408 | ORNELAS, ROSENDO JUAREZ |
| 409 | ORNELAS CARDENAS, GUILLERMO |
| 410 | OROZCO, RAMIRO |
| 411 | ORTIZ, ROBERTO |
| 412 | OSORIO, OSCAR GIOVANNI |
| 413 | PADILLA, RAFAEL |
| 414 | PADILLA, HECTOR WILSON |
| 415 | PADILLA, DONALD J |
| 416 | PALACIOS, DAVID ANTONIO |
| 417 | PALACIOS, ANTONIO |
| 418 | PALMER, ROBERT |
| 419 | PAMAL, CARLOS F |
| 420 | PARHAR, PARVINDER SINGH |
| 421 | PARRA, REGINALDO GUZMAN |
| 422 | PARTIDA, MAGDALENO LOPEZ |
| 423 | PASCACIO, JOSE ANTONIO |
| 424 | PATTERSON, CARLOS |
| 425 | PEDILLA VIRAY , GAVINO |
| 426 | PEDRAZA, RICARDO |
| 427 | PEDROZA PENUELAS , FERNANDO |
| 428 | PENA, VICTOR M |
| 429 | PENA, ELMER ERNESTO |
| 430 | PENA, JUAN |
| 431 | PEREIRA, AMNER GEOVANNI |
| 432 | PEREZ, JOEL |
| 433 | PEREZ, SONIA RODRIGUEZ |
| 434 | PEREZ, RENE ANDRES |
| 435 | PEREZ, CESAR |
| 436 | PEREZ, ARMANDO |
| 437 | PEREZ, FRANCISCO JAVIER |
| 438 | PEREZ, RAUL ISAAC |
| 439 | PEREZ, RENE R |
| 440 | PEREZ CASTILLO, JUAN CARLOS |
| 441 | PEREZ DOMINGUEZ, DOMINGO |
| 442 | PETROVIC, ALEKSANDAR |
| 443 | PHAN, TIEN XUAN |
| 444 | PHANVONGSA, TIK |
| 445 | PHIMPHA, KHORN |
| 446 | PHIMPHA, JOHN JASON KENNEDY |

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| 447 | PHIMPHA, SORN |
| 448 | PHIMPHISANE, WALLY B. |
| 449 | PHOMMALYCHAN, LANTHOM |
| 450 | PILLOW, ROBERT A |
| 451 | PINEDA, ALFREDO |
| 452 | PINON, IGNACIO |
| 453 | PONCE GARCIA, JUAN |
| 454 | PORTER, WILBERT ANTIONE |
| 455 | PORTILLO, ELMER JOSE |
| 456 | PORTILLO, JULIO H |
| 457 | POSADA, NELLY GRISELDA |
| 458 | PRAAPHAI, SONNY |
| 459 | PUNNI, SUKHWINDER SINGH |
| 460 | PUREWAL, TARLOCHAN SINGH |
| 461 | QAYYUM, NAHEEM KHAN |
| 462 | QUIJADA, BERNARD |
| 463 | QUINONES, RENE |
| 464 | RAJKOVIC, IVICA |
| 465 | RAJKOVIC, JOVICA |
| 466 | RAMIREZ, FRANCISCO JAVIER |
| 467 | RAMIREZ, EDUARDO |
| 468 | RAMIREZ, JUAN B |
| 469 | RAMOS, PEDRO |
| 470 | RANGEL, JUAN M. |
| 471 | RAY, JOHN GILBERT |
| 472 | REGUERA, TROY ANTHONY |
| 473 | REVIER, MICHAEL E |
| 474 | REYES, ALBERTO |
| 475 | REYES, RAMON |
| 476 | REYES ENRIQUEZ, LEONEL |
| 477 | REYES GUEVARA, EDWIN ALEXANDER |
| 478 | RIGGS, SHAUN HENRY |
| 479 | RIOS, OSCAR |
| 480 | RIVAS, LORENZO ARMANDO |
| 481 | RIVERA, ROGER |
| 482 | RIVERA, ERNESTO |
| 483 | RIVERA, JOAQUIN |
| 484 | RIVERA, JOSE MANUEL |
| 485 | RIVERA, JUAN MANUEL |
| 486 | RIVERA VELAZQUEZ, FERMIN |
| 487 | ROBLES, LARRY |
| 488 | ROCHA, JUAN ERNESTO |
| 489 | RODRIGUEZ, LUIS GERARDO |
| 490 | RODRIGUEZ, ROBERTO SAUL |
| 491 | RODRIGUEZ, JESUS AGUILAR |

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| 492 | RODRIGUEZ, MIGUEL ANGEL |
| 493 | RODRIGUEZ, JORGE |
| 494 | RODRIGUEZ, FERNANDO |
| 495 | RODRIGUEZ, GABRIEL |
| 496 | RODRIGUEZ, HECTOR VELAZQUEZ |
| 497 | RODRIGUEZ, JOSE G USTAVO |
| 498 | RODRIGUEZ, JOSE LUIS |
| 499 | RODRIGUEZ, OSCAR |
| 500 | RODRIGUEZ, PEDRO |
| 501 | RODRIGUEZ DELGADO, ELIUD J |
| 502 | RODRIGUEZ JR, JOSE |
| 503 | RODRIGUEZ JR., RODNEY ALBERT |
| 504 | ROEURTH, RETH |
| 505 | ROMERO, LUZ MARIA |
| 506 | ROMERO, MARVIN J |
| 507 | ROSADO , MARTIN |
| 508 | RUIZ, OCTAVIO |
| 509 | RUIZ, WILLIAM ROBERT |
| 510 | SAGALA, SAHAT |
| 511 | SAINZ, RAUL JAUREGUI |
| 512 | SALAZAR (GONZALEZ), JOSE JUAN |
| 513 | SALCEDO, HUGO |
| 514 | SALGUERO DE PAZ, SERGIO V |
| 515 | SALINAS, GUSTAVO L. |
| 516 | SALINAS, ROBERT |
| 517 | SANCHEZ, RICARDO |
| 518 | SANCHEZ, LOUIS |
| 519 | SANCHEZ, EFREN |
| 520 | SANCHEZ, JAIME |
| 521 | SANCHEZ, JOSE |
| 522 | SANCHEZ ARCEO, JORGE |
| 523 | SANCHEZ CARDENAS, JULIAN |
| 524 | SANCHEZ GALLEGOS, RAMON |
| 525 | SANDHU, KANWARESH PAL SINGH |
| 526 | SANDHU, GURDEEP |
| 527 | SANDHU, RAMINDER S |
| 528 | SANDHU, MANVIR SINGH |
| 529 | SANDHU, ROSELYN |
| 530 | SANDOVAL, RICARDO G. |
| 531 | SANDOVAL, EDISON DE JESUS |
| 532 | SANGHA, DARSHAN KAUR |
| 533 | SANGHA, JASWANT SINGH |
| 534 | SANTANA, SANTOS |
| 535 | SANTANA, MARCO ANTONIO |
| 536 | SANTIAGO, SALVADOR |

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| 537 | SEM, POV |
| 538 | SERRANO, ALEJANDRO |
| 539 | SERRANO, JESUS |
| 540 | SERRANO, ROBERT |
| 541 | SHARP II, ERIC DANIEL |
| 542 | SHOCKEY, WAYNE DEE |
| 543 | SHUL, PABLO |
| 544 | SIMENTAL, JUAN CARLOS |
| 545 | SIMON, PEDRO BALTAZAR |
| 546 | SINGH, GURPREET |
| 547 | SINGH, KULWANT |
| 548 | SINGH, BALBIR |
| 549 | SINGH, HARJINDER |
| 550 | SINGH, JASPAL |
| 551 | SINGH, PRITPAL |
| 552 | SINGH, MANJIT |
| 553 | SINGH, SUKHPAL |
| 554 | SINGH, HARDIP |
| 555 | SINGH, DALWINDER |
| 556 | SINGH, SHARANJIT |
| 557 | SINGH, GURVINDER |
| 558 | SINGH, GARRY |
| 559 | SINGH, GAGANDEEP |
| 560 | SINGH, AMARBIR |
| 561 | SINGH, RAJVIR |
| 562 | SINGH, TAJA |
| 563 | SINGH, SOHAN |
| 564 | SINGH, BALJIT |
| 565 | SINGH, BALKAR |
| 566 | SINGH, BELDEV |
| 567 | SINGH, GURMAIL |
| 568 | SINGH, JAG MOHAN |
| 569 | SINGH, KULWINDER |
| 570 | SINGH, MANPREET |
| 571 | SINGH, ONKAR |
| 572 | SINGH, PARMINDER |
| 573 | SINGH, RASHPAL |
| 574 | SINGH BAINS, GURVINDER |
| 575 | SISAVAT, CHAN ANDY |
| 576 | SOLANO, ANTHONY BRIAN |
| 577 | SOOCH, JAY |
| 578 | SULTANOV, VIDADI |
| 579 | SUN, SOPHAN |
| 580 | SUTTON, JOHN T. |
| 581 | TADEO JR, JOHN ALVAREZ |

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|-----|-----------------------------------|
| 582 | TAMAYO AVALOS, JOSE LUIS |
| 583 | TAPIA, FRANCISCO JAVIER |
| 584 | TAR, MILOS |
| 585 | TAR, ALEKSANDAR V |
| 586 | TEIGAGA, FREDERICK |
| 587 | TEJEDA, JOSE EVERARDO |
| 588 | THIPHANEP, KITTA |
| 589 | THIPHANEP, VANITH |
| 590 | THONGBANGBAY, SAENGPHE |
| 591 | TOOR, PRITHIPAL SINGH |
| 592 | TORIZ PENA, ANTONIO |
| 593 | TORRES, TONY |
| 594 | TREMINIO, JUAN J |
| 595 | TRICE, ERIC L. |
| 596 | TRIGUEROS-CASTILLO, ALFREDO |
| 597 | TRUONG, LINH VAN |
| 598 | URIZAR, JUAN CARLOS |
| 599 | VALADEZ, DANIEL |
| 600 | VALENZUELA, JULIAN |
| 601 | VALENZUELA JR., JEREMIAH ARELLANO |
| 602 | VALENZUELA, JEREMIAH ADVINCULA |
| 603 | VALLADARES LOPEZ, ERICKS A |
| 604 | VALLADOLID, FERNANDO I |
| 605 | VASOVIC, IVAN |
| 606 | VASQUEZ, JOSE A. |
| 607 | VASQUEZ, JORGE |
| 608 | VIDAL, JOSE LUIS |
| 609 | VIGUERAS, LUIS A |
| 610 | VIGUERAS, GERARDO |
| 611 | VILLA, FRANK |
| 612 | VILLA, RODOLFO |
| 613 | VILLAFUERTE, EDGAR E |
| 614 | VILLASENOR, GABRIEL |
| 615 | VILLEGAS, CARLOS MALDONADO |
| 616 | VILLEGAS, HECTOR MANUEL |
| 617 | VIRGEN, MIGUEL ANGEL |
| 618 | VIRK, KAMALJIT SINGH |
| 619 | WALIA, MANJIT |
| 620 | WATSON JR., LOUIS |
| 621 | WILLIAMS, TONY JOE |
| 622 | WILLIAMS, CHRISTOPHER LEE |
| 623 | WILLIAMS, LORENZO |
| 624 | WILLIAMS, RONALD JOE |
| 625 | WILLIAMS, RONALD WAYNE |
| 626 | YING, RAMBO |

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| 627 | ZAMUDIO, GERARDO |
| 628 | ZAPATA, MANUEL TORRES |
| 629 | ZAPATA, FRANCISCO JAVIER |
| 630 | ZAZUETA, ALVARO |
| 631 | ZERMENO, EDGAR FRANCISCO |
| 632 | ZUNIGA, LUIZ ENRIQUE LEON |

Exhibit 3 to Settlement Agreement

Adame Drivers

| | |
|----|-----------------------------|
| 1 | ACEVES, DAVID |
| 2 | ACKLING, MICHAEL DEAN |
| 3 | ACUNA JR, MANUEL P |
| 4 | ADAME, ANDRES |
| 5 | AGUILAR, J. GUADALUPE |
| 6 | AGUILAR, ADAN |
| 7 | AGUILERA GUTIERREZ, AGUSTIN |
| 8 | ALAMILLA, AGUSTIN J |
| 9 | ALDANA, MANUEL |
| 10 | ALDANA, ISRAEL |
| 11 | ALEJO ALANIZ, EDGAR ULISES |
| 12 | ALEMAN, JOSE RIGOBERTO |
| 13 | ALI, IMRAN |
| 14 | ALVARADO, RAUL GONZALEZ |
| 15 | ALVARADO, EDWIN H |
| 16 | ALVAREZ, SALVADOR A |
| 17 | ALVAREZ, ARTURO |
| 18 | ALVAREZ, SALVADOR |
| 19 | AMAYA, MANUEL J. |
| 20 | ANAYA, JASON MICHAEL |
| 21 | ANDRADE , JOSE |
| 22 | AODTAMA, ADAMS DOM |
| 23 | ARAMBULA, MARIO A |
| 24 | ARGUMEDO, KATIA DAMARIS |
| 25 | ARIAS, JAIME |
| 26 | AVALOS, JORGE |
| 27 | AVILES, ISIDRO REYNALDO |
| 28 | AYALA, IGNACIO FERNANDEZ |
| 29 | BARAJAS TEMBLADOR, ELEAQUIN |
| 30 | BARILLAS, JOSE NELSON |
| 31 | BARRAGAN, SALVADOR |
| 32 | BARRERA, JESUS DAVID |
| 33 | BARRERA, RICARDO PARDO |
| 34 | BASSI, JASKARAN SINGH |
| 35 | BAUTISTA, RAUL |
| 36 | BAUTISTA, HECTOR GERARDO |
| 37 | BAUTISTA, JULIO |
| 38 | BEHNWAL, SANDEEP SINGH |
| 39 | BERNAL, ALALBERTO |
| 40 | BLANCO, FRANKLIN ERNESTO |
| 41 | BLANDON, FREDDY ANTONIO |

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| 42 | BONILLA, SANTOS T |
| 43 | BONILLA, JOSE D |
| 44 | BORJON, MOISES |
| 45 | BRADLEY, MARLON RUDOLPH |
| 46 | BRAR, MANPREET SINGH |
| 47 | BRATHWAITE, RAYMOND |
| 48 | CABRERA, GONZALO |
| 49 | CABRERA, JOSE A |
| 50 | CACERES, NOEL FRANCISCO |
| 51 | CALERO CAICEDO, VICTOR ALONSO |
| 52 | CAMPOS, ANGEL ANDRES |
| 53 | CAMPOS, CARLOS FRANCISCO |
| 54 | CAMPOS, AARON |
| 55 | CANO, SERGIO |
| 56 | CANTALOUBE, ALFRED CHARLIE |
| 57 | CARCAMO, ORLANDO P |
| 58 | CARLOS, JORGE ABEL |
| 59 | CARLOS, CARLOS |
| 60 | CARRILLO, RODOLFO S |
| 61 | CARRILLO, JOSE |
| 62 | CASILLAS, DAVID ALEJANDRO |
| 63 | CASTANEDA, JUAN CARLOS |
| 64 | CASTILLO, JUAN CARLOS |
| 65 | CASTRO, CONRAD |
| 66 | CASTRO SANDOVAL, ANDREW |
| 67 | CERNA, GILBERTO ENRIQUE |
| 68 | CERVANTES ROMAN, SALVADOR |
| 69 | CHAHAL, DALJIT SINGH |
| 70 | CHAHAL, HARDIP SINGH |
| 71 | CHANACHAI, KHAMPHAI |
| 72 | CHAVEZ, JULIO PEREZ |
| 73 | CHUM, PHAT |
| 74 | CISNEROS, ALEJANDRO |
| 75 | CONNERS, JOHN CHURCHILL |
| 76 | CORDOBA MARTINEZ, GERARDO |
| 77 | CORNEJO, JOSE ARAFAT |
| 78 | CORONA, JUAN |
| 79 | COTO, VICTOR H |
| 80 | CRUZ PINEDA, SAUL I |
| 81 | CRUZ-FLORES, RONNY |
| 82 | CUBANBANG, ROMEO MACADANGDANG |
| 83 | CURIEL, ANTONIO |
| 84 | DECOUD, LAWRENCE MICHAEL |

| | |
|-----|----------------------------|
| 85 | DELGADILLO, FRANCISCO |
| 86 | DEOL, KULWINDER |
| 87 | DEBLEUXAY, SINXAY T |
| 88 | DHILLON, PARDIP SINGH |
| 89 | DIAZ, SALVADOR |
| 90 | DIAZ, CORNELIO |
| 91 | DIAZ GARCIA, JOSE JUAN |
| 92 | DLEON, ANDREW S. |
| 93 | DOMINGUEZ, JUAN EDUARDO |
| 94 | DOMINGUEZ, FERNANDO MENDEZ |
| 95 | DONGON, ARNULFO |
| 96 | DOSANJH, SANTOKH S. |
| 97 | DOSANJH, AMRIK |
| 98 | DOSANJH, TEHAL |
| 99 | DRESSLER, CHRISTOPHER |
| 100 | DURAN , MIGUEL |
| 101 | EN, SAMOL |
| 102 | EN, SAVUTH |
| 103 | EN, YONG (CAMERON) |
| 104 | EN, SAM ATH |
| 105 | EN, YUN JOE |
| 106 | ESPARZA , RAUL |
| 107 | ESPINOSA, CARLOS |
| 108 | ESTRADA, LAWRENCE M |
| 109 | ESTRADA INIGUEZ, SERGIO |
| 110 | FLORES, JOE BENJAMIN |
| 111 | FLORES, JOSE LUIS |
| 112 | FLORES SANTIAGO, JOSE |
| 113 | FLORES-JIMENEZ, ALFONSO |
| 114 | FLOREZ-PEREZ, RIGOBERTO |
| 115 | FONSECA, JOSE LUIS |
| 116 | FRAUSTO JR, FELIPE |
| 117 | FUENTES, FRANCISCO |
| 118 | GALINDO, FREDDIE OTTONIEL |
| 119 | GALLEGOS, MARIO |
| 120 | GALVAN, MOISES |
| 121 | GARCIA, MARIA |
| 122 | GARCIA, MANLIO G |
| 123 | GARCIA , SEGIO DIAZ |
| 124 | GARCIA CALDERON, ROBERTO |
| 125 | GARCIA-GARCIA, RUBEN |
| 126 | GAZCON, FERNANDO |
| 127 | GHULAM, FAROUQ |
| 128 | GIRON, SEGIO DANILO |
| 129 | GOMEZ, FRANCISCO PABLO |

| | |
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| 130 | GONZALES, VICTOR |
| 131 | GONZALES JR, NICHOLAS A |
| 132 | GONZALEZ, ROBERTO A |
| 133 | GONZALEZ, MANUEL |
| 134 | GONZALEZ, JOSE D |
| 135 | GONZALEZ, JOSE RAFAEL |
| 136 | GONZALEZ, VIRGILIO |
| 137 | GONZALEZ, JOSE |
| 138 | GONZALEZ JR, DAVID |
| 139 | GOODEN, DONALD |
| 140 | GUADRON, WALTER ANTONIO |
| 141 | GUAJARDO, ARMANDO |
| 142 | GUAJARDO, ABISAI |
| 143 | GUZMAN MELENDEZ, JOEL OSWALDO |
| 144 | HATCH, MIGUEL ANGEL |
| 145 | HEM, WATHA S. |
| 146 | HERNANDEZ, GERARDO ANTONIO |
| 147 | HERNANDEZ, ARTURO P. |
| 148 | HERNANDEZ, LUCIANA MILAGRO |
| 149 | HERNANDEZ, STEVE DAVID |
| 150 | HERNANDEZ VALEN, VICTOR |
| 151 | HERRERA, MARTIN |
| 152 | HERRERA, CARLOS HUERTA |
| 153 | HOPKINS, RONNELL |
| 154 | INTERIANO SANTELIZ, GARY N |
| 155 | INTURBURO-VALDOVINOS, RODRIGO |
| 156 | ISLAS, CRISTIAN I |
| 157 | JACOBO, SABINO A |
| 158 | JIMENEZ, JAIME |
| 159 | JOHNSON, DAIONE K |
| 160 | JOHNSON JR, GROVER LEROY |
| 161 | JUAREZ, JAIME |
| 162 | KEOKOT, AMPHONE |
| 163 | KHAMOU, FEREIDOUN |
| 164 | KHICHOTOUR TAKIEH, KLAIDIN |
| 165 | KUMAR, VIJAY |
| 166 | LASSO, CARLOS F |
| 167 | LEAL, EDGAR |
| 168 | LEDESMA, MANUEL |
| 169 | LEDESMA, NORA E. |
| 170 | LEIVA, MIGUEL ANGEL |
| 171 | LEMUS, EUGENIO C |
| 172 | LEMUS, ALAN V |

| | |
|-----|-----------------------------------|
| 173 | LEPP, LOREN PAUL |
| 174 | LEZAMA, MANOLO |
| 175 | LOPEZ, FIDEL ANGEL |
| 176 | LOPEZ, JACOBO |
| 177 | LOPEZ, JOSE MARCELINO |
| 178 | LOPEZ, ROBERTO |
| 179 | LOPEZ, JORGE A |
| 180 | LOPEZ, JOAQUIN |
| 181 | LOPEZ GALEANO, MANUEL R |
| 182 | LOPEZ MELCHOR, LUIS |
| 183 | LOURM, MAO |
| 184 | MACIAS, ULYSES A |
| 185 | MACIAS, CARLOS LUIS |
| 186 | MARIN, HILARIO |
| 187 | MARIN, GUSTAVO |
| 188 | MARQUEZ MARTINEZ, JOSE ARMANDO |
| 189 | MARTINEZ, ENRIQUE |
| 190 | MARTINEZ, FRANCISCO ARMANDO |
| 191 | MARTINEZ, RAMON |
| 192 | MARTINEZ, JORGE CARRANZA |
| 193 | MARTINEZ, HENRY ALVARADO |
| 194 | MARTINEZ , OSCAR |
| 195 | MARTINEZ , JOSE JESUS ORTEGA |
| 196 | MARTINEZ COREAS, JOSE A |
| 197 | MARTINEZ DAVILA, HECTOR |
| 198 | MARTINEZ OCHOA, JULIO |
| 199 | MATTA TRUJILLO, HECTOR JOSE |
| 200 | MEAVE, JOSE LUIS |
| 201 | MEDINA, THOMAS GARCIA |
| 202 | MEHTA, NAVEEN |
| 203 | MEJIA, RAFAEL GREGORIO |
| 204 | MELARA, WILLIAM ALEXANDER |
| 205 | MEN, VIJAY SIHARIDDH |
| 206 | MIRANDA, JOSE R |
| 207 | MIZIOLEK, TOMASZ |
| 208 | MOJICA, HECTOR |
| 209 | MONROY, FLORIDALMA |
| 210 | MONTE DE OCA, ANTONIO PICHARDO |
| 211 | MONTUFAR MARROQUIN, ARMANDO |
| 212 | MORENO, GERONIMO |
| 213 | MORENO, ISRAEL |
| 214 | MORENO, REYNALDO ALFONSO |

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|-----|-----------------------------|
| 215 | MORENO, HUMBERTO A |
| 216 | MORENO, JORGE E |
| 217 | MUNGUIA, GAMALIEL |
| 218 | MUNGUIA, CINAIH |
| 219 | MUNOZ, RUFINO OLMOS |
| 220 | MURILLO, DAVID LUNA |
| 221 | MURILLO, ROLANDO AVALOS |
| 222 | NAK, SURRELL |
| 223 | NAVARRETE, EDGAR |
| 224 | NAVARRETTE, ELMER GUILLERMO |
| 225 | NAVAS VEGA, JOSE ADOLFO |
| 226 | NGOUN, LAV ALEX |
| 227 | NGUYEN, JOHNNY TOAN |
| 228 | NORTH LENDALE JR, ROBERT |
| 229 | OBTINALLA, DEWEY ORTALEZA |
| 230 | OLEA, RICHARD |
| 231 | OLIVARES, ISRAEL |
| 232 | OLIVAS , SANTOS LUIS |
| 233 | ORNELAS CARDENAS, GUILLERMO |
| 234 | OROZCO, RAMIRO |
| 235 | ORTIZ, ROBERTO |
| 236 | OSORIO, OSCAR GIOVANNI |
| 237 | PADILLA, DONALD J |
| 238 | PALMER, ROBERT |
| 239 | PARHAR, PARVINDER SINGH |
| 240 | PARTIDA, MAGDALENO LOPEZ |
| 241 | PASCACIO, JOSE ANTONIO |
| 242 | PASTRANA, MILTON DEJESUS |
| 243 | PEDRAZA, RICARDO |
| 244 | PEDROZA PENUELAS , FERNANDO |
| 245 | PENA, JUAN |
| 246 | PENA, ELMER ERNESTO |
| 247 | PEREIRA, AMNER GEOVANNI |
| 248 | PEREZ, RAUL ISAAC |
| 249 | PEREZ, FRANCISCO JAVIER |
| 250 | PEREZ, RENE R |
| 251 | PEREZ CASTILLO, JUAN CARLOS |
| 252 | PEREZ DOMINGUEZ, DOMINGO |
| 253 | PHAN, TIEN XUAN |
| 254 | PHANVONGSA, TIK |
| 255 | PHIMPHA, JOHN JASON KENNEDY |
| 256 | PHIMPHA, SORN |
| 257 | PINEDA, ALFREDO |
| 258 | PINON, IGNACIO |
| 259 | PONCE GARCIA, JUAN |

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| 260 | PORTER, WILBERT ANTIONE |
| 261 | PORTILLO, JULIO H |
| 262 | PORTILLO, ELMER JOSE |
| 263 | POSADA, NELLY GRISELDA |
| 264 | PUNNI, SUKHWINDER SINGH |
| 265 | QUIJADA, BERNARD |
| 266 | RANGEL, JUAN M. |
| 267 | RAY, JOHN GILBERT |
| 268 | REYES, RAMON |
| 269 | REYES GUEVARA, EDWIN ALEXANDER |
| 270 | RIGGS, SHAUN HENRY |
| 271 | RIOS, OSCAR |
| 272 | RIVAS, LORENZO ARMANDO |
| 273 | RIVERA, ERNESTO |
| 274 | RIVERA, JOSE MANUEL |
| 275 | RIVERA, JOAQUIN |
| 276 | RIVERA, JUAN MANUEL |
| 277 | RIVERA VELAZQUEZ, FERMIN |
| 278 | ROCHA, JUAN ERNESTO |
| 279 | RODRIGUEZ, OSCAR |
| 280 | RODRIGUEZ, GABRIEL |
| 281 | RODRIGUEZ, PEDRO |
| 282 | RODRIGUEZ, JOSE G USTAVO |
| 283 | RODRIGUEZ, HECTOR VELAZQUEZ |
| 284 | RODRIGUEZ, FERNANDO |
| 285 | RODRIGUEZ, JOSE LUIS |
| 286 | RODRIGUEZ JR, JOSE |
| 287 | RODRIGUEZ JR., RODNEY ALBERT |
| 288 | ROMERO, MARVIN J |
| 289 | RUIZ, OCTAVIO |
| 290 | RUIZ, WILLIAM ROBERT |
| 291 | SAGALA, SAHAT |
| 292 | SAINZ, RAUL JAUREGUI |
| 293 | SALCEDO, HUGO |
| 294 | SALGUERO DE PAZ, SERGIO V |
| 295 | SALINAS, ROBERT |
| 296 | SANCHEZ, EFREN |
| 297 | SANCHEZ, JAIME |
| 298 | SANCHEZ, JOSE |
| 299 | SANCHEZ ARCEO, JORGE |
| 300 | SANCHEZ CARDENAS, JULIAN |
| 301 | SANCHEZ GALLEGOS, RAMON |
| 302 | SANDHU, MANVIR SINGH |
| 303 | SANDHU, ROSELYN |

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|-----|--------------------------------------|
| 304 | SANGHA, JASWANT SINGH |
| 305 | SANGHA, DARSHAN KAUR |
| 306 | SEM, POV |
| 307 | SERRANO, ROBERT |
| 308 | SERRANO, JESUS |
| 309 | SHUL, PABLO |
| 310 | SIMENTAL, JUAN CARLOS |
| 311 | SINGH, JAG MOHAN |
| 312 | SINGH, PARMINDER |
| 313 | SINGH, RASHPAL |
| 314 | SINGH, BELDEV |
| 315 | SINGH, BALKAR |
| 316 | SINGH, SOHAN |
| 317 | SINGH, KULWINDER |
| 318 | SINGH, ONKAR |
| 319 | SINGH, MANPREET |
| 320 | SINGH, BALJIT |
| 321 | SINGH, GURMAIL |
| 322 | SISAVAT, CHAN ANDY |
| 323 | SULTANOV, VIDADI |
| 324 | SUTTON, JOHN T. |
| 325 | TADEO JR, JOHN ALVAREZ |
| 326 | TAMAYO AVALOS, JOSE LUIS |
| 327 | TAPIA, FRANCISCO JAVIER |
| 328 | TAR, ALEKSANDAR V |
| 329 | TEIGAGA, FREDERICK |
| 330 | TEJEDA, JOSE EVERARDO |
| 331 | THONGBANGBAY, SAENGPHEI |
| 332 | TORRES, TONY |
| 333 | TREMINIO, JUAN J |
| 334 | TRUONG, LINH VAN |
| 335 | VALADEZ, DANIEL |
| 336 | VALENZUELA JR., JEREMIAH ARELLANO |
| 337 | VALENZUELA, JEREMIAH ADVINCULA |
| 338 | VALLADARES LOPEZ, ERICKS A |
| 339 | VALLADOLID, FERNANDO I |
| 340 | VASOVIC, IVAN |
| 341 | VASQUEZ, JORGE |
| 342 | VIGUERAS, GERARDO |
| 343 | VILLA, RODOLFO |
| 344 | VILLAFUERTE, EDGAR E |
| 345 | VILLASENOR, GABRIEL |
| 346 | VILLEGAS, CARLOS MALDONADO |

| | |
|-----|---------------------------|
| 347 | VILLEGAS, HECTOR MANUEL |
| 348 | VIRK, KAMALJIT SINGH |
| 349 | WILLIAMS, LORENZO |
| 350 | WILLIAMS, CHRISTOPHER LEE |
| 351 | WILLIAMS, RONALD JOE |
| 352 | YING, RAMBO |
| 353 | ZAZUETA, ALVARO |
| 354 | ZEPEDA, JOSE EVARISTO |
| 355 | ZERMENO, EDGAR FRANCISCO |
| 356 | ZUNIGA, LUIZ ENRIQUE LEON |

Exhibit 4 to Settlement Agreement

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

UNITED STATES DISTRICT COURT

FOR THE WESTERN DISTRICT OF TENNESSEE

Salvador Robles, Jorge Avalos and Jose Marquez, individually on behalf of themselves and on behalf of all others similarly situated, v. Comtrak Logistics, Inc., et al.

Case No. 2:15-cv-2228-SHM-tmp

| | |
|--|---|
| <p><<Name>> <<Street Address>> <<City>>, <<State>> <<Zip Code>> XXX-XX-<<Last four digits of SSN>></p> | <p>Indicate Name or Address Change, if any: _____</p> |
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THIS NOTICE AFFECTS YOUR RIGHTS. PLEASE READ IT CAREFULLY.

**You may be entitled to money under the terms of the pending Settlement Agreement.
If you wish to receive this money, you do not need to do anything.
After certain Court procedures are completed, a check will be mailed to you.**

A federal court authorized this notice. This is not a solicitation from a lawyer.

YOU ARE HEREBY NOTIFIED that a proposed settlement ("Settlement") of the above-captioned class action lawsuit ("Class Action") filed in the United States District Court for the Western District of Tennessee has been reached by Hub Group, Inc., as the successor-in-interest to defendant Comtrak Logistics, Inc. ("Comtrak"), and representative plaintiffs Salvador Robles, Jorge Avalos and Jose Marquez, individually on behalf of themselves and on behalf of all others similarly situated ("Representative Plaintiffs"), and has been granted preliminary approval by the Court supervising the Class Action. The United States District Court for the Western District of Tennessee has ordered that this Notice be sent to you because you may be a member of a preliminarily certified class. The purpose of this Notice is to inform you of the Settlement of this Class Action, as well as your legal rights under the Settlement, as set forth in detail below.

WHAT IS THIS LAWSUIT ABOUT?

Representative Plaintiffs allege that Comtrak violated various California laws by classifying certain individuals as independent contractors rather than as employees, such that these individuals allegedly were not paid for or properly provided meal and rest breaks, were not issued accurate wage statements, were not paid all minimum and overtime wages, were not paid all wages due at termination, were not reimbursed for business-related expenses, and were subjected to unfair competition. Additional details of the claims asserted in this lawsuit can be obtained by contacting Marlin & Saltzman LLP ("Class Counsel") at the email address listed below. Comtrak denies all wrongdoing and denies that it is subject to liability of any kind associated with the claims alleged in the lawsuit. The Court has not made a final ruling on the merits of this action.

SUMMARY OF THE SETTLEMENT

A. Why is there a Settlement?

The parties entered into a Settlement in an effort to avoid the high costs, risks, and uncertainty of a trial, and to ensure that the Class Members receive compensation as soon as practicable. Representative Plaintiffs and their attorneys believe the Settlement is fair, reasonable, adequate, and in the best interests of all class members.

B. Who is in the Class?

The Settlement Class consists of “*all current and former California-based truck drivers for [Comtrak], at any time from January 2009, to the present (the “Class Period”) and who were classified by [Comtrak] as independent contractors.*” “California-based” refers to drivers: who had a residential address in California at any time during the Class Period; and/or who were assigned or associated with a terminal in California at any time during the Class Period. The phrase “*assigned or associated with a terminal*” includes any and all drivers listed in Comtrak’s database in connection with a terminal.

C. What is the Total Gross Settlement Amount?

Comtrak will pay a total of four million, seven hundred fifty thousand dollars (\$4,750,000) (the “Settlement Amount”) to settle this Class Action and the related California Private Attorney General Act (“PAGA”) lawsuit (the “PAGA Action”) currently pending in the California Superior Court for the County of San Bernardino, Case No. CIVDS1511291.

D. How Much Will Each Individual Class Member Receive?

The following sums will be paid from the Settlement Amount prior to distribution to the Settlement Class: (i) attorneys’ fees (not to exceed \$950,000 (20% of the Settlement Amount)), (ii) litigation expenses not to exceed \$47,500, (iii) settlement administration costs estimated in an amount of \$11,000, (iv) a PAGA settlement payment in the amount of \$150,000, and (v) an enhancement payment to the Representative Plaintiffs not to exceed \$100,000.

The balance will be paid to Class Members as follows:

- a. ***For those Class Members who previously accepted a settlement offer, received settlement funds, and signed a settlement agreement with Comtrak (which has been upheld by the District Court as valid and binding):*** You will be entitled to keep any payments previously made to you by Comtrak, and as part of this Settlement, will receive an additional 10% “bump” beyond the amount previously received. For example, if you previously settled your claims against Comtrak for \$5,000, you will retain that \$5,000, and will receive an additional \$500 (less your pro rata share of the attorneys’ fees and costs as described above).

- b. *For those Class Members who did not previously accept a settlement offer made by Comtrak:* You will receive a fixed amount for each week you drove for Comtrak during the relevant time period.

If you would like to confirm which group you fall into, learn the anticipated amount of your monetary payment, want to discuss the Settlement, or have any questions you may contact Class Counsel at the phone number and/or email addresses listed below.

Comtrak will submit the Settlement Amount to the Settlement Administrator, who will then directly disburse the funds as set forth under the terms of the Settlement Agreement.

E. What are you giving up to get a payment and stay in the Class?

For those Class Members who did not previously accept a settlement offer made by Comtrak, if you participate in the Settlement, you are agreeing to waive and release any and all claims you may have relating to your time working as an independent contractor for Comtrak out of California. If you *previously accepted a settlement offer, received settlement funds, and signed a settlement agreement with Comtrak*, that agreement (which has been upheld by the District Court overseeing this Class Action) likely already waived all such claims. By participating in this Settlement, you are agreeing to waive and release any and all claims related to the validity or enforceability of your prior settlement agreement with Comtrak.

F. Condition of Settlement

This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class. This Settlement is further conditioned upon the Superior Court for the County of San Bernardino approving this Settlement in the concurrently pending PAGA Action.

G. What are the Tax Implications of the Settlement?

Any and all employer taxes that Comtrak normally would be responsible for paying on payments made to individual Class Members will be paid by Comtrak separate and apart from the Settlement Amount.

The Settlement Administrator will distribute IRS Form 1099 (and the equivalent California forms) to Settlement Class members reflecting the payments each Settlement Class member receives under the Settlement.

Forms W-2 and/or Forms 1099 will be distributed at times and in the manner required by the Internal Revenue Code and the California Franchise Tax Board. Interest and penalties paid under this Settlement shall not be subject to federal, state and local payroll withholding taxes. The Settlement Administrator shall issue an IRS form 1099 for payments of interest and penalties. The usual and customary deductions will be taken out of the amounts attributable to unpaid wages. *Settlement Class members should consult with their tax advisors concerning the tax consequences of the payment they receive under the Settlement.*

THE FINAL APPROVAL HEARING

The Court will conduct a final approval hearing regarding the proposed Settlement (the “Final Approval Hearing”) on _____, 2022, at Clifford Davis and Odell Horton Federal Building, 167 North Main Street, Memphis, Tennessee 38103, in Courtroom _____. The Court will determine: (i) whether the Settlement should be given the Court’s final approval as fair, reasonable, adequate and in the best interests of the Settlement Class members; (ii) whether the Settlement Class members should be bound by the terms of the Settlement; (iii) the amount of the attorneys’ fees and costs to be awarded to Class Counsel; (iv) the amount that should be provided to the Settlement Administrator for the costs of administering the Settlement; and (v) the amount that should be awarded to the Representative Plaintiffs as enhancement payments. At the Final Approval Hearing, the Court will hear all timely, written objections, as well as arguments for and against the proposed Settlement. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to enter an appearance to represent you, or to represent yourself. The Final Approval Hearing may be continued without further notice to the Class. You may contact Plaintiff’s counsel, listed in this Notice, to inquire into the date and time of the Final Approval Hearing.

WHAT ARE YOUR OPTIONS?

| YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT | |
|---|---|
| Get a Payment | If you are a member of the Settlement Class, you will automatically receive a payment if you do not exclude yourself. If you do not exclude yourself, you will give up certain rights as set forth in detail above. After final approval by the Court, the payment will be mailed to you, without any further action required by you. |
| Exclude Yourself | Get no payment. Send a letter to the Settlement Administrator as provided below. This is the only option that allows you to bring your own claim against Comtrak about the legal claims alleged in this case. The Settlement will bind all Settlement Class Members who do not request exclusion. |
| Object | Write to the Court if you believe the Settlement is improper or unfair. Directions are provided below. |

☐ OPTION 1 – GET A PAYMENT

IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS AND WISH TO RECEIVE YOUR SHARE OF THE SETTLEMENT, THEN YOU DO NOT HAVE TO DO ANYTHING AND YOU WILL AUTOMATICALLY RECEIVE A SETTLEMENT PAYMENT. The Settlement Payment you will receive will be a full and final settlement of your released claims described above, and the class judgment will have a binding effect on you under Federal Rule of Civil Procedure 23(c)(3).

□ OPTION 2 – EXCLUDE YOURSELF FROM THE SETTLEMENT

The Court will exclude any Class Member from the Class Action who timely requests exclusion. You have a right to exclude yourself (“opt out”) from the Settlement Class, but if you choose to do so, you will not receive any benefits from the proposed Settlement. You will not be bound by a judgment in this case, and you will have the right to file your own lawsuit against Comtrak, subject to time limits called statutes of limitations and other potential defenses that Comtrak may assert, and to pursue your own claims in a separate suit.

You can opt out of the Settlement Class by sending a letter to the Settlement Administrator by first class U.S. mail which must: (1) state your name, address, telephone number, and the last four digits of your Social Security number; (2) be dated; (3) state that you wish to opt-out of the Settlement; and (4) be signed by you. To be valid, your request for exclusion must be postmarked no later than _____ [45 days after mailing].

□ OPTION 3 – OBJECT TO THE SETTLEMENT

If you wish to remain a Settlement Class member, but you object to the proposed Settlement (or any of its terms) and wish the Court to consider your objection at the Final Approval Hearing, you must object to the proposed Settlement in writing. You may also appear at the Final Approval Hearing, either in person or through an attorney at your own expense, as long as you have submitted a timely, written objection. To be valid, your objection must include: (i) your full name, signature, address, telephone number, the approximate dates of employment at Comtrak in California, and last four digits of your Social Security number; (ii) the case name and number; (iii) a written statement of all grounds for the objection accompanied by any legal support for such objection; (iv) copies of any papers, briefs, or other documents upon which the objection is based, if any; (v) a statement describing whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel at the Class Member’s expense; and (vi) be postmarked no later than _____ [45 days after mailing]. Any written objection must be mailed to the Settlement Administrator at _____ (Address).

WHO CAN I CONTACT WITH QUESTIONS?

Any inquiries regarding this Settlement or this Class Action should be made to Class Counsel listed below or to the Settlement Administrator, [Administrator], [address] [telephone]. Please refer to the *Robles v. Comtrak* Class Action Settlement in any communications with Class Counsel or the Settlement Administrator.

Plaintiff/Class Counsel

Stanley D. Saltzman, Esq.
ssaltzman@marlinsaltzman.com
Karen I. Gold, Esq.
kgold@marlinsaltzman.com
Marlin & Saltzman, LLP
29800 Agoura Road, Suite 210
Agoura Hills, California 91301
Telephone: (818) 991-8080
Facsimile: (818) 991-8081

**PLEASE DO NOT TELEPHONE THE COURT OR THE CLERK'S OFFICE FOR
INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS.**

EXHIBIT 2

to

Declaration of Stanley D. Saltzman

AMENDMENT NO. 1 TO THE SETTLEMENT AGREEMENT

This Amendment No. 1 (“Amendment”) to the Settlement Agreement is between Representative Plaintiffs Salvador Robles, Jorge Avalos, Jose Marquez, and Andres Adame, and Defendants Hub Group Trucking Inc. (formerly Comtrak Logistics, Inc.) and Hub Group Inc.

The purpose of this Amendment is to increase the total combined Representative Plaintiffs’ Incentive Awards from \$100,000 to \$125,000 in conjunction with Plaintiffs’ request to add Carlos Barillas as an additional Representative Plaintiff.

Paragraph 19 of the Settlement Agreement is hereby replaced with the following:

19. The Settlement Amount shall be allocated as follows:

| <u>Item</u> | <u>Gross Amount</u> | <u>Attorneys Fees Allocation (20% of Gross)</u> | <u>Costs Allocation (1% of Gross)</u> | <u>Estimated Settlement Admin Costs (\$11,000)</u> | <u>Net Amount</u> |
|--|----------------------------|--|--|---|------------------------------|
| Robles Class (53 drivers) | \$3,566,300 | \$713,260 | \$35,663 | \$8,259 | \$2,809,118 |
| Avalos/Marquez Class (631 drivers) | \$908,700 | \$181,740 | \$9,087 | \$2,104 | \$715,769 |
| Adame Drivers (25% to PAGA Drivers & 75% to CA Labor & Workforce Development Agency (LWDA)) | \$150,000 | \$30,000 | \$1,500 | \$347 | \$118,153 |
| Representative Plaintiffs’ Incentive Awards | \$125,000 | \$25,000 | \$1,250 | \$290 | \$98,460 |
| | | | | | |
| TOTAL: | \$4,750,000 | \$950,000 | \$47,500 | \$11,000 | \$3,741,500 |

Paragraph 37 of the Settlement Agreement is hereby replaced with the following:

37. Within twenty-one (21) days after the preliminary approval of this Settlement Agreement, the Adame Plaintiffs will move the *Adame* Court to: (a) approve this Settlement Agreement; (b) dismiss *Adame* with prejudice. The Adame Plaintiffs also will provide any notice to the LWDA that may be required. Because the claim in *Adame* is brought under PAGA and is therefore not subject to the rules governing settlement of class actions, only Court approval is necessary; there is no need for a claims process, notice, or an opportunity to object or opt-out.

Exhibit 4: Notice of Proposed Class Action Settlement, Paragraph D(v) is amended to provide: “an enhancement payment to the Representative Plaintiffs not to exceed \$125,000.”



Salvador Robles

Dated: 03 / 15 / 2022

Jorge Avalos

Dated: _____

Jose Marquez

Dated: _____


Paragraph 37 of the Settlement Agreement is hereby replaced with the following:

37. Within twenty-one (21) days after the preliminary approval of this Settlement Agreement, the Adame Plaintiffs will move the *Adame* Court to: (a) approve this Settlement Agreement; (b) dismiss *Adame* with prejudice. The Adame Plaintiffs also will provide any notice to the LWDA that may be required. Because the claim in *Adame* is brought under PAGA and is therefore not subject to the rules governing settlement of class actions, only Court approval is necessary; there is no need for a claims process, notice, or an opportunity to object or opt-out.

Exhibit 4: Notice of Proposed Class Action Settlement, Paragraph D(v) is amended to provide: “an enhancement payment to the Representative Plaintiffs not to exceed \$125,000.”

Salvador Robles

Dated: _____



Jorge Avalos

Dated: 03 / 17 / 2022

Jose Marquez

Dated: _____

Paragraph 37 of the Settlement Agreement is hereby replaced with the following:

37. Within twenty-one (21) days after the preliminary approval of this Settlement Agreement, the Adame Plaintiffs will move the *Adame* Court to: (a) approve this Settlement Agreement; (b) dismiss *Adame* with prejudice. The Adame Plaintiffs also will provide any notice to the LWDA that may be required. Because the claim in *Adame* is brought under PAGA and is therefore not subject to the rules governing settlement of class actions, only Court approval is necessary; there is no need for a claims process, notice, or an opportunity to object or opt-out.

Exhibit 4: Notice of Proposed Class Action Settlement, Paragraph D(v) is amended to provide: “an enhancement payment to the Representative Plaintiffs not to exceed \$125,000.”

Salvador Robles

Dated: _____

Jorge Avalos

Dated: _____



Jose Marquez

Dated: 03 / 15 / 2022

Andres Adame

Dated: _____


Hub Group Trucking Inc. (formerly Comtrak Logistics, Inc.)

By:  _____

Title: Secretary

Dated: 3/10/22

Hub Group Inc.

By:  _____

Title: EVP, General Counsel

Dated: 3/10/22

MODIFICACIÓN NÚM. 1 DEL ACUERDO DE CONCILIACIÓN

Esta modificación Núm. 1, en adelante “Modificación”, del Acuerdo de Conciliación se hace entre los Representantes Demandantes Salvador Robles, Jorge Avalos, José Márquez, y Andrés Adame, y los Demandados Hub Group Trucking Inc. (conocidos anteriormente como Comtrak Logistics, Inc.) y Hub Group Inc.

El propósito de esta Modificación es de incrementar las cantidades combinadas de las Adjudicaciones de Incentivo para los Demandantes Representantes desde \$100.000 a \$125.000 junto con la solicitud de los Demandantes de agregar a Carlos Barillas como Demandante Representante adicional.

El Párrafo 19 del Acuerdo de Conciliación, por medio de la presente, se reemplaza con lo siguiente:

19. El Monto del Acuerdo se distribuirá de la siguiente manera:

| <u>Grupo</u> | <u>Monto Bruto</u> | <u>Distribución de honorarios de abogado (20% del monto bruto)</u> | <u>Distribución de los gastos (1% del monto bruto)</u> | <u>Estimación de los gastos admin. del acuerdo (\$11,000)</u> | <u>Monto Neto</u> |
|---|---------------------------|---|---|--|--------------------------|
| Grupo Robles (53 conductores) | \$3.566.300 | \$713.260 | \$35.663 | \$8.259 | \$2.809.118 |
| Grupo Avalos/Marquez (631 conductores) | \$908.700 | \$181.740 | \$9.087 | \$2.104 | \$715.769 |
| Conductores Adame (25% a los conductores PAGA y 75% al Ministerio de Desarrollo Laboral y de Trabajadores de CA) | \$150.000 | \$30.000 | \$1.500 | \$347 | \$118.153 |

| | | | | | |
|--|--------------------|------------------|-----------------|-----------------|--------------------|
| [sigla en inglés “LWDA”] | | | | | |
| Adjudicaciones de Incentivo para los Demandantes Representantes | \$125.000 | \$25.000 | \$1.250 | \$290 | \$98.460 |
| | | | | | |
| TOTAL: | \$4.750.000 | \$950.000 | \$47.500 | \$11.000 | \$3.741.500 |

El párrafo 37 del Acuerdo de Conciliación, por medio de la presente, se reemplaza con lo siguiente:

37. Dentro de un periodo de veintiún (21) días después de la aprobación preliminar de este Acuerdo de Conciliación, los Demandantes Adame le presentarán un pedimento al Juez de la causa *Adame* para que: (a) apruebe este Acuerdo de Conciliación: (b) sobresea la causa *Adame* sin reserva de ley. Los Demandantes Adame también le presentarán toda notificación al LWDA que puede que se les requiera. Por la razón de que el reclamo *Adame* se presenta conforme a PAGA, y por lo tanto no queda sujeto a las normas que gobiernan la conciliación de las demandas colectivas, sólo es necesaria la aprobación del juez; no hay necesidad de hacer un proceso de reclamos, de notificación ni de dar la oportunidad de protestar u optar por ser excluido.

Prueba 4: Notificación del acuerdo propuesto de la demanda colectiva, Párrafo D(v)
se modifica con: “un pago incrementado a los Demandantes Representantes que no exceda los \$125.000”.

Salvador Robles

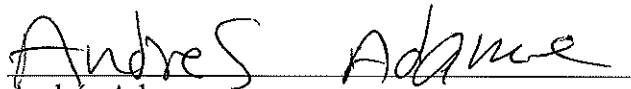
Fecha: _____

Jorge Avalos

Fecha: _____

José Marquez

Fecha: _____



Andrés Adame

Fecha: 3-21-22

Hub Group Trucking Inc. (conocidos anteriormente como Comtrak Logistics, Inc.)

Por: _____

Puesto: _____

Fecha: _____

Hub Group Inc.

Por: _____

Puesto: _____

Fecha: _____

EXHIBIT 3

to

Declaration of Stanley D. Saltzman

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

UNITED STATES DISTRICT COURT

FOR THE WESTERN DISTRICT OF TENNESSEE

Salvador Robles, Jorge Avalos and Jose Marquez, individually on behalf of themselves and on behalf of all others similarly situated, v. Comtrak Logistics, Inc., et al.

Case No. 2:15-cv-2228-SHM-tmp

| | |
|--|---|
| <p><<Name>> <<Street Address>> <<City>>, <<State>> <<Zip Code>> XXX-XX-<<Last four digits of SSN>></p> | <p>Indicate Name or Address Change, if any: _____</p> |
|--|---|

THIS NOTICE AFFECTS YOUR RIGHTS. PLEASE READ IT CAREFULLY.

**You may be entitled to money under the terms of the pending Settlement Agreement.
If you wish to receive this money, you do not need to do anything.
After certain Court procedures are completed, a check will be mailed to you.**

A federal court authorized this notice. This is not a solicitation from a lawyer.

YOU ARE HEREBY NOTIFIED that a proposed settlement ("Settlement") of the above-captioned class action lawsuit ("Class Action") filed in the United States District Court for the Western District of Tennessee has been reached by Hub Group, Inc., as the successor-in-interest to defendant Comtrak Logistics, Inc. ("Comtrak"), and representative plaintiffs Salvador Robles, Jorge Avalos and Jose Marquez, individually on behalf of themselves and on behalf of all others similarly situated ("Representative Plaintiffs"), and has been granted preliminary approval by the Court supervising the Class Action. The United States District Court for the Western District of Tennessee has ordered that this Notice be sent to you because you may be a member of a preliminarily certified class. The purpose of this Notice is to inform you of the Settlement of this Class Action, as well as your legal rights under the Settlement, as set forth in detail below.

WHAT IS THIS LAWSUIT ABOUT?

Representative Plaintiffs allege that Comtrak violated various California laws by classifying certain individuals as independent contractors rather than as employees, such that these individuals allegedly were not paid for or properly provided meal and rest breaks, were not issued accurate wage statements, were not paid all minimum and overtime wages, were not paid all wages due at termination, were not reimbursed for business-related expenses, and were subjected to unfair competition. Additional details of the claims asserted in this lawsuit can be obtained by contacting Marlin & Saltzman LLP ("Class Counsel") at the email address listed below. Comtrak denies all wrongdoing and denies that it is subject to liability of any kind associated with the claims alleged in the lawsuit. The Court has not made a final ruling on the merits of this action.

SUMMARY OF THE SETTLEMENT

A. Why is there a Settlement?

The parties entered into a Settlement in an effort to avoid the high costs, risks, and uncertainty of a trial, and to ensure that the Class Members receive compensation as soon as practicable. Representative Plaintiffs and their attorneys believe the Settlement is fair, reasonable, adequate, and in the best interests of all class members.

B. Who is in the Class?

The Settlement Class consists of “*all current and former California-based truck drivers for [Comtrak], at any time from January 2009, to the present (the “Class Period”) and who were classified by [Comtrak] as independent contractors.*” “California-based” refers to drivers: who had a residential address in California at any time during the Class Period; and/or who were assigned or associated with a terminal in California at any time during the Class Period. The phrase “*assigned or associated with a terminal*” includes any and all drivers listed in Comtrak’s database in connection with a terminal.

C. What is the Total Gross Settlement Amount?

Comtrak will pay a total of four million, seven hundred fifty thousand dollars (\$4,750,000) (the “Settlement Amount”) to settle this Class Action and the related California Private Attorney General Act (“PAGA”) lawsuit (the “PAGA Action”) currently pending in the California Superior Court for the County of San Bernardino, Case No. CIVDS1511291.

D. How Much Will Each Individual Class Member Receive?

The following sums will be paid from the Settlement Amount prior to distribution to the Settlement Class: (i) attorneys’ fees (not to exceed \$950,000 (20% of the Settlement Amount)), (ii) litigation expenses not to exceed \$47,500, (iii) settlement administration costs estimated in an amount of \$11,000, (iv) a PAGA settlement payment in the amount of \$150,000, and (v) an enhancement payment to the Representative Plaintiffs not to exceed \$100,000.

The balance will be paid to Class Members as follows:

- a. ***For those Class Members who previously accepted a settlement offer, received settlement funds, and signed a settlement agreement with Comtrak (which has been upheld by the District Court as valid and binding):*** You will be entitled to keep any payments previously made to you by Comtrak, and as part of this Settlement, will receive an additional 10% “bump” beyond the amount previously received. For example, if you previously settled your claims against Comtrak for \$5,000, you will retain that \$5,000, and will receive an additional \$500 (less your pro rata share of the attorneys’ fees and costs as described above).

- b. *For those Class Members who did not previously accept a settlement offer made by Comtrak:* You will receive a fixed amount for each week you drove for Comtrak during the relevant time period.

If you would like to confirm which group you fall into, learn the anticipated amount of your monetary payment, want to discuss the Settlement, or have any questions you may contact Class Counsel at the phone number and/or email addresses listed below.

Comtrak will submit the Settlement Amount to the Settlement Administrator, who will then directly disburse the funds as set forth under the terms of the Settlement Agreement.

E. What are you giving up to get a payment and stay in the Class?

For those Class Members who did not previously accept a settlement offer made by Comtrak, if you participate in the Settlement, you are agreeing to waive and release any and all claims you may have relating to your time working as an independent contractor for Comtrak out of California. If you *previously accepted a settlement offer, received settlement funds, and signed a settlement agreement with Comtrak*, that agreement (which has been upheld by the District Court overseeing this Class Action) likely already waived all such claims. By participating in this Settlement, you are agreeing to waive and release any and all claims related to the validity or enforceability of your prior settlement agreement with Comtrak.

F. Condition of Settlement

This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class. This Settlement is further conditioned upon the Superior Court for the County of San Bernardino approving this Settlement in the concurrently pending PAGA Action.

G. What are the Tax Implications of the Settlement?

Any and all employer taxes that Comtrak normally would be responsible for paying on payments made to individual Class Members will be paid by Comtrak separate and apart from the Settlement Amount.

The Settlement Administrator will distribute IRS Form 1099 (and the equivalent California forms) to Settlement Class members reflecting the payments each Settlement Class member receives under the Settlement.

Forms W-2 and/or Forms 1099 will be distributed at times and in the manner required by the Internal Revenue Code and the California Franchise Tax Board. Interest and penalties paid under this Settlement shall not be subject to federal, state and local payroll withholding taxes. The Settlement Administrator shall issue an IRS form 1099 for payments of interest and penalties. The usual and customary deductions will be taken out of the amounts attributable to unpaid wages. *Settlement Class members should consult with their tax advisors concerning the tax consequences of the payment they receive under the Settlement.*

THE FINAL APPROVAL HEARING

The Court will conduct a final approval hearing regarding the proposed Settlement (the “Final Approval Hearing”) on _____, 2022, at Clifford Davis and Odell Horton Federal Building, 167 North Main Street, Memphis, Tennessee 38103, in Courtroom _____. The Court will determine: (i) whether the Settlement should be given the Court’s final approval as fair, reasonable, adequate and in the best interests of the Settlement Class members; (ii) whether the Settlement Class members should be bound by the terms of the Settlement; (iii) the amount of the attorneys’ fees and costs to be awarded to Class Counsel; (iv) the amount that should be provided to the Settlement Administrator for the costs of administering the Settlement; and (v) the amount that should be awarded to the Representative Plaintiffs as enhancement payments. At the Final Approval Hearing, the Court will hear all timely, written objections, as well as arguments for and against the proposed Settlement. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to enter an appearance to represent you, or to represent yourself. The Final Approval Hearing may be continued without further notice to the Class. You may contact Plaintiff’s counsel, listed in this Notice, to inquire into the date and time of the Final Approval Hearing.

WHAT ARE YOUR OPTIONS?

| YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT | |
|---|---|
| Get a Payment | If you are a member of the Settlement Class, you will automatically receive a payment if you do not exclude yourself. If you do not exclude yourself, you will give up certain rights as set forth in detail above. After final approval by the Court, the payment will be mailed to you, without any further action required by you. |
| Exclude Yourself | Get no payment. Send a letter to the Settlement Administrator as provided below. This is the only option that allows you to bring your own claim against Comtrak about the legal claims alleged in this case. The Settlement will bind all Settlement Class Members who do not request exclusion. |
| Object | Write to the Court if you believe the Settlement is improper or unfair. Directions are provided below. |

☐ OPTION 1 – GET A PAYMENT

IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS AND WISH TO RECEIVE YOUR SHARE OF THE SETTLEMENT, THEN YOU DO NOT HAVE TO DO ANYTHING AND YOU WILL AUTOMATICALLY RECEIVE A SETTLEMENT PAYMENT. The Settlement Payment you will receive will be a full and final settlement of your released claims described above, and the class judgment will have a binding effect on you under Federal Rule of Civil Procedure 23(c)(3).

□ OPTION 2 – EXCLUDE YOURSELF FROM THE SETTLEMENT

The Court will exclude any Class Member from the Class Action who timely requests exclusion. You have a right to exclude yourself (“opt out”) from the Settlement Class, but if you choose to do so, you will not receive any benefits from the proposed Settlement. You will not be bound by a judgment in this case, and you will have the right to file your own lawsuit against Comtrak, subject to time limits called statutes of limitations and other potential defenses that Comtrak may assert, and to pursue your own claims in a separate suit.

You can opt out of the Settlement Class by sending a letter to the Settlement Administrator by first class U.S. mail which must: (1) state your name, address, telephone number, and the last four digits of your Social Security number; (2) be dated; (3) state that you wish to opt-out of the Settlement; and (4) be signed by you. To be valid, your request for exclusion must be postmarked no later than _____ [45 days after mailing].

□ OPTION 3 – OBJECT TO THE SETTLEMENT

If you wish to remain a Settlement Class member, but you object to the proposed Settlement (or any of its terms) and wish the Court to consider your objection at the Final Approval Hearing, you must object to the proposed Settlement in writing. You may also appear at the Final Approval Hearing, either in person or through an attorney at your own expense, as long as you have submitted a timely, written objection. To be valid, your objection must include: (i) your full name, signature, address, telephone number, the approximate dates of employment at Comtrak in California, and last four digits of your Social Security number; (ii) the case name and number; (iii) a written statement of all grounds for the objection accompanied by any legal support for such objection; (iv) copies of any papers, briefs, or other documents upon which the objection is based, if any; (v) a statement describing whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel at the Class Member’s expense; and (vi) be postmarked no later than _____ [45 days after mailing]. Any written objection must be mailed to the Settlement Administrator at _____ (Address).

WHO CAN I CONTACT WITH QUESTIONS?

Any inquiries regarding this Settlement or this Class Action should be made to Class Counsel listed below or to the Settlement Administrator, [Administrator], [address] [telephone]. Please refer to the *Robles v. Comtrak* Class Action Settlement in any communications with Class Counsel or the Settlement Administrator.

Plaintiff/Class Counsel

Stanley D. Saltzman, Esq.
ssaltzman@marlinsaltzman.com
Karen I. Gold, Esq.
kgold@marlinsaltzman.com
Marlin & Saltzman, LLP
29800 Agoura Road, Suite 210
Agoura Hills, California 91301
Telephone: (818) 991-8080
Facsimile: (818) 991-8081

**PLEASE DO NOT TELEPHONE THE COURT OR THE CLERK'S OFFICE FOR
INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS.**

EXHIBIT 4

to

Declaration of Stanley D. Saltzman

11/2/2022
12:40 PMMarlin & Saltzman, LLP
Pre-bill Worksheet

Page 1

Selection Criteria

| | |
|-----------------------|----------------------|
| Clie.Selection | Include: 22-4912 |
| Atto.Selection | Include: Joy |
| Slip.Transaction Date | Earliest - 11/2/2022 |

| | |
|---------------|---|
| Nickname | 22-4912 Comtrak Master |
| Full Name | Contrak Master File |
| Address | |
| Phone 1 | Phone 2 |
| Phone 3 | Phone 4 |
| In Ref To | Comtrak Master File Our Case # 22-4912 |
| Fees Arrg. | By billing value on each slip |
| Expense Arrg. | By billing value on each slip |
| Tax Profile | Exempt |

| | |
|------------------------------|--------|
| Total of billable time slips | \$0.00 |
|------------------------------|--------|

| Date ID | Attorney Expense | Price Markup % | Quantity | Amount | Total |
|-------------------|--|----------------|----------|----------|----------|
| 5/22/2012 170851 | Joy \$Expenses Expense re Batza & Associates; Invoice 10230; Investigative case work & review | 4624.09 | 1.000 | 4,624.09 | Billable |
| 8/15/2012 170781 | Joy \$Expenses Expense re Batza & Associates; Invoice 10573; Investigative case work, correspondence, review | 226.20 | 1.000 | 226.20 | Billable |
| 11/30/2012 171714 | Joy \$Photocopies November, 2012 copy charges; 53 copies @ .10 per copy | 0.10 | 53.000 | 5.30 | Billable |
| 1/31/2013 172213 | Joy \$Photocopies January, 2013 copy charges; 237 copies @ .10 per copy | 0.10 | 237.000 | 23.70 | Billable |
| 1/31/2013 172244 | Joy \$Postage January, 2012 Postage charges. | 22.20 | 1.000 | 22.20 | Billable |
| 2/12/2013 173659 | Joy \$Expenses Expense re ABC Legal; Invoice 7746963; Service of Complaint | 59.50 | 1.000 | 59.50 | Billable |
| 4/2/2013 173085 | Joy \$Expenses Expense re Batza & Associates; Invoice 11326; Investigative case work from 03/25/13 - 04/01/13 | 676.60 | 1.000 | 676.60 | Billable |

11/2/2022
12:40 PMMarlin & Saltzman, LLP
Pre-bill Worksheet

Page 2

22-4912:Contrak Master File (continued)

| Date ID | Attorney Expense | Price Markup % | Quantity | Amount | Total |
|---------------------|--|----------------|----------|----------|----------|
| 5/7/2013 173456 | Joy \$FedEx Federal Express charges to Harry Vine, Courtroom Deputy, Sacramento, California | 45.38 | 1.000 | 45.38 | Billable |
| 5/31/2013 173798 | Joy \$Postage May, 2013 Postage charges. | 4.30 | 1.000 | 4.30 | Billable |
| 6/30/2013 173600 | Joy \$Photocopies June, 2013 copy charges; 74 copies @ .10 per copy | 0.10 | 74.000 | 7.40 | Billable |
| 7/12/2013 174354 | Joy \$FedEx Federal Express charges to Courtroom Deputy, United States District Court, Sacramento, California | 44.55 | 1.000 | 44.55 | Billable |
| 8/31/2014 178529 | Joy \$Photocopies August, 2014 copy charges; 162 copies @ .10 per copy | 0.10 | 162.000 | 16.20 | Billable |
| 8/31/2014 179113 | Joy \$Postage August, 2014 postage charges | 26.51 | 1.000 | 26.51 | Billable |
| 9/6/2014 178864 | Joy \$Travel Travel expense re United Airlines; travel to Sacramento for meeting with drivers in Stockton; S. Saltzman | 541.20 | 1.000 | 541.20 | Billable |
| 9/6/2014 179087 | Joy \$Mileage Mileage re; travel to Ontario for meeting; C. Humphrey ; 154 miles @ .565 per mile | 0.565 | 154.000 | 87.01 | Billable |
| 9/11/2014 179588 | Joy \$Hotel Hotel expenses Hilton, Stockton, CA re Comtrak logistics meeting; C. Humphrey | 520.89 | 1.000 | 520.89 | Billable |
| 9/22/2014 178697 | Joy \$Expenses Expense re Batza & Associates; Invoice 13581; Expert; investigative case work | 4288.25 | 1.000 | 4,288.25 | Billable |
| 9/23/2014 179592 | Joy \$Hotel Hotel expenses re Embassy Suites, Ontario; Logistics meeting, ; C. Humphrey | 944.78 | 1.000 | 944.78 | Billable |

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22-4912:Contrak Master File (continued)

| Date ID | Attorney Expense | Price Markup % | Quantity | Amount | Total |
|----------------------|--|-------------------|-----------|----------|----------|
| 9/28/2014 179590 | Joy \$Travel Travel expense re Southwest Airlines; Logistics meeting in Stockton; S. Joseph | 494.20 | 1.000 | 494.20 | Billable |
| 9/28/2014 179591 | Joy \$Travel Travel expense re Southwest Airlines; Logistics meeting in Stockton; C. Humphrey | 494.20 | 1.000 | 494.20 | Billable |
| 9/30/2014 178803 | Joy \$Photocopies September, 2014 copy charges; 19,378 copies @ .10 per copy | 0.10 | 19378.000 | 1,937.80 | Billable |
| 9/30/2014 179127 | Joy \$Postage September, 2014 postage charges | 16.59 | 1.000 | 16.59 | Billable |
| 9/30/2014 179142 | Joy \$Postage September, 2014 postage charges | 300.43 | 1.000 | 300.43 | Billable |
| 10/1/2014 179071 | Joy \$FedEx Federal Express charges to Gary Khlaut , Oakland, CA | 46.38 | 1.000 | 46.38 | Billable |
| 10/1/2014 179072 | Joy \$FedEx Federal Express charges to Walter Guadron , Van Nuys, CA | 23.76 | 1.000 | 23.76 | Billable |
| 10/1/2014 179073 | Joy \$FedEx Federal Express charges to Edwin Reyes Guevara, Los Angeles, CA | 26.21 | 1.000 | 26.21 | Billable |
| 10/1/2014 179075 | Joy \$FedEx Federal Express charges to David Casillas , Los Angeles, CA | 26.21 | 1.000 | 26.21 | Billable |
| 10/9/2014 178926 | Joy \$Expenses Expense re Lavi & Ebrahimian ; costs re substitution of attorney | 635.00 | 1.000 | 635.00 | Billable |
| 10/15/2014 178992 | Joy \$FedEx Federal Express charges to Edwin Reyes Guevara, Los Angeles, CA | 23.76 | 1.000 | 23.76 | Billable |
| 10/15/2014 178993 | Joy \$FedEx Federal Express charges to Sam En, Sacramento, CA | 33.90 | 1.000 | 33.90 | Billable |

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Pre-bill Worksheet

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22-4912:Contrak Master File (continued)

| Date ID | Attorney Expense | Price Markup % | Quantity | Amount | Total |
|----------------------|---|----------------|----------|--------|----------|
| 10/15/2014 178994 | Joy \$FedEx Federal Express charges to Milos Tar, San Diego, CA | 23.76 | 1.000 | 23.76 | Billable |
| 10/15/2014 178995 | Joy \$FedEx Federal Express charges to Roberto Ortiz, Fontana, CA 92335 | 23.76 | 1.000 | 23.76 | Billable |
| 10/15/2014 178996 | Joy \$FedEx Federal Express charges to Alejandro Serrano, Bloomington, CA | 23.76 | 1.000 | 23.76 | Billable |
| 10/23/2014 179327 | Joy \$FedEx Federal Express charges to Milos Tar, La Jolla, CA | 20.11 | 1.000 | 20.11 | Billable |
| 10/31/2014 179420 | Joy \$Postage October, 2014 postage charges | 384.50 | 1.000 | 384.50 | Billable |
| 11/30/2014 179765 | Joy \$Photocopies November, 2014 copy charges; 4274 copies @ .10 per copy | 0.10 | 4274.000 | 427.40 | Billable |
| 11/30/2014 180236 | Joy \$Postage November, 2014 postage charges | 276.65 | 1.000 | 276.65 | Billable |
| 12/14/2014 179842 | Joy \$Mileage Mileage re; travel to meeting at Ontario Airport; L. Joyner; 121 miles @ .565 per mile | 0.565 | 121.000 | 68.37 | Billable |
| 12/14/2014 180499 | Joy \$Hotel Hotel expenses re Ontario Hotel, two nights; L. Joyner; meetings with clients | 353.58 | 1.000 | 353.58 | Billable |
| 12/14/2014 180505 | Joy \$Expenses Expense re meals for L. Joyner and R. Ramarez in Ontario for meetings with clients; two days | 305.23 | 1.000 | 305.23 | Billable |
| 12/14/2014 180519 | Joy \$Hotel Hotel expenses re Doubletree Hotel, Ontario; C. Humphrey; meetings with clients | 333.65 | 1.000 | 333.65 | Billable |

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22-4912:Contrak Master File (continued)

| Date ID | Attorney Expense | Price Markup % | Quantity | Amount | Total |
|----------------------|---|-------------------|----------|--------|----------|
| 12/15/2014 180500 | Joy \$Hotel Hotel expenses re Ontario Airport; attend meetings with clients; R. Ramarez | 176.60 | 1.000 | 176.60 | Billable |
| 12/15/2014 180501 | Joy \$Expenses Expense re Ontario Hotel; conference room charge for meetings with clients; L. Joyner | 534.48 | 1.000 | 534.48 | Billable |
| 12/15/2014 180517 | Joy \$Expenses Expense re Ontario Hotel; charge for meeting room; C. Humphrey; meetings with clients | 346.96 | 1.000 | 346.96 | Billable |
| 12/20/2014 179844 | Joy \$Mileage Mileage re; travel to Stockton Hilton for meeting; L. Joyner; 333 miles @ .565 per mile | 0.565 | 333.000 | 188.15 | Billable |
| 12/21/2014 179845 | Joy \$Mileage Mileage re; travel to Stockton Hilton for meeting; L. Joyner; 345 miles @ .565 per mile | 0.565 | 345.000 | 194.93 | Billable |
| 12/22/2014 180503 | Joy \$Hotel Hotel expenses re Hilton Hotel, Stockton, CA; L. Joyner; meetings with clients | 267.33 | 1.000 | 267.33 | Billable |
| 12/28/2014 180504 | Joy \$Expenses Expense re Hilton Hotel, Stockton, L. Joyner; conference room charge for meetings with clients | 847.58 | 1.000 | 847.58 | Billable |
| 12/31/2014 180101 | Joy \$Photocopies December, 2014 copy charges; 627 copies @ .10 per copy | 0.10 | 627.000 | 62.70 | Billable |
| 12/31/2014 180256 | Joy \$Postage December, 2014 postage charges | 9.66 | 1.000 | 9.66 | Billable |
| 12/31/2014 180263 | Joy \$Postage December, 2015 postage charges | 404.24 | 1.000 | 404.24 | Billable |
| 12/31/2014 180273 | Joy \$Photocopies December, 2014 copy charges; 6246 copies @ .10 per copy | 0.10 | 6246.000 | 624.60 | Billable |

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| Date ID | Attorney Expense | Price Markup % | Quantity | Amount | Total |
|---------------------|--|----------------|----------|--------|----------|
| 1/15/2015 181553 | Joy \$Hotel Hotel expenses re Embassy Suites; Ontario, CA; meeting with drivers; C. Humphrey | 906.92 | 1.000 | 906.92 | Billable |
| 1/31/2015 180240 | Joy \$Postage January, 2015 postage charges | 396.45 | 1.000 | 396.45 | Billable |
| 1/31/2015 180301 | Joy \$Photocopies January, 2014 copy charges; 627 copies @ .10 per copy | 0.10 | 627.000 | 62.70 | Billable |
| 1/31/2015 180303 | Joy \$Photocopies January, 2015 copy charges; 3612 copies @ .10 per copy | 0.10 | 3612.000 | 361.20 | Billable |
| 2/12/2015 180383 | Joy \$FedEx Federal Express charges to Karron Browning, Elk Grove, CA | 34.00 | 1.000 | 34.00 | Billable |
| 2/12/2015 180384 | Joy \$FedEx Federal Express charges to Lakwinder Singh, Fremont, CA | 30.38 | 1.000 | 30.38 | Billable |
| 2/12/2015 180385 | Joy \$FedEx Federal Express charges to Sasa Joncic, Tracy, CA | 28.20 | 1.000 | 28.20 | Billable |
| 2/12/2015 180390 | Joy \$FedEx Federal Express charges to Edwin Espel, Garden Grove, CA | 24.22 | 1.000 | 24.22 | Billable |
| 2/12/2015 180391 | Joy \$FedEx Federal Express charges to Jose Flores, Montebello, CA | 24.22 | 1.000 | 24.22 | Billable |
| 2/12/2015 180392 | Joy \$FedEx Federal Express charges to Jose Robles, Victorville, CA | 24.22 | 1.000 | 24.22 | Billable |
| 2/12/2015 180393 | Joy \$FedEx Federal Express charges to Alan Lemus, Montclair, CA | 24.22 | 1.000 | 24.22 | Billable |
| 2/12/2015 180394 | Joy \$FedEx Federal Express charges to Rafael Morales, Fontana, CA | 24.22 | 1.000 | 24.22 | Billable |

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| Date ID | Attorney Expense | Price Markup % | Quantity | Amount | Total |
|---------------------|--|-------------------|----------|--------|----------|
| 2/12/2015 180396 | Joy \$FedEx Federal Express charges to Edgar Ovando , El Monte, CA | 24.22 | 1.000 | 24.22 | Billable |
| 2/12/2015 180397 | Joy \$FedEx Federal Express charges to Morris Palma, North Hollywood, CA | 24.22 | 1.000 | 24.22 | Billable |
| 2/12/2015 180398 | Joy \$FedEx Federal Express charges to Francisco Rodriguez, San Bernardino, CA | 24.22 | 1.000 | 24.22 | Billable |
| 2/12/2015 180399 | Joy \$FedEx Federal Express charges to Jose Zepeda , Los Angeles, CA | 24.22 | 1.000 | 24.22 | Billable |
| 2/14/2015 180389 | Joy \$FedEx Federal Express charges to Oscar Castillo, Los Angeles, CA | 24.22 | 1.000 | 24.22 | Billable |
| 2/17/2015 180404 | Joy \$FedEx Federal Express charges from Jose Robles , Victorville, CA | 24.87 | 1.000 | 24.87 | Billable |
| 2/23/2015 180487 | Joy \$FedEx Federal Express charges from Oscar Castillo, Los Angeles, CA | 23.58 | 1.000 | 23.58 | Billable |
| 2/24/2015 180388 | Joy \$FedEx Federal Express charges to Roberto Calderon , Willows, CA | 0.00 | 1.000 | 0.00 | Billable |
| 2/24/2015 180492 | Joy \$FedEx Federal Express charges from Karron Bsrowning , Elk Grove, CA | 44.23 | 1.000 | 44.23 | Billable |
| 2/27/2015 180545 | Joy \$FedEx Federal Express charges to Artura Alvarez, Los Angeles, CA | 24.22 | 1.000 | 24.22 | Billable |
| 3/2/2015 180546 | Joy \$FedEx Federal Express charges to Edwin Espel , Garden Grove, CA | 24.22 | 1.000 | 24.22 | Billable |
| 3/5/2015 180677 | Joy \$FedEx Federal Express charges to Jose Flores Robles , Victorville, CA | 27.46 | 1.000 | 27.46 | Billable |
| 3/5/2015 180678 | Joy \$FedEx Federal Express charges to Karron Browning, Elk Grove, CA | 46.44 | 1.000 | 46.44 | Billable |

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22-4912:Contrak Master File (continued)

| Date ID | Attorney Expense | Price Markup % | Quantity | Amount | Total |
|---------------------|--|-------------------|----------|--------|----------|
| 3/5/2015 180680 | Joy \$FedEx Federal Express charges to Victor Diaz, Fontana, CA | 23.75 | 1.000 | 23.75 | Billable |
| 3/9/2015 180686 | Joy \$FedEx Federal Express charges from Sasa Jonicic, Tracy, CA | 42.47 | 1.000 | 42.47 | Billable |
| 3/9/2015 180687 | Joy \$FedEx Federal Express charges from Carlos Barillas, Los Angeles, CA | 24.40 | 1.000 | 24.40 | Billable |
| 3/10/2015 180689 | Joy \$FedEx Federal Express charges from Arturo Alvarez, Los Angeles, CA | 23.13 | 1.000 | 23.13 | Billable |
| 3/10/2015 180690 | Joy \$FedEx Federal Express charges from Victor Diaz, Fontana, CA | 23.13 | 1.000 | 23.13 | Billable |
| 3/25/2015 180700 | Joy \$FedEx Federal Express charges from Justus Rooters, Agoura Hills, CA | 61.20 | 1.000 | 61.20 | Billable |
| 3/25/2015 180701 | Joy \$FedEx Federal Express charges from Morris Palma, North Hollywood, CA | 24.40 | 1.000 | 24.40 | Billable |
| 3/31/2015 180923 | Joy \$Postage March, 2015 postage charges | 51.08 | 1.000 | 51.08 | Billable |
| 3/31/2015 180949 | Joy \$Photocopies March, 2015 copy charges; 69 copies @ .10 per copy | 0.10 | 69.000 | 6.90 | Billable |
| 4/14/2015 180914 | Joy \$FedEx Federal Express charges from Jose Flores, Montebello, CA | 23.58 | 1.000 | 23.58 | Billable |
| 4/14/2015 181559 | Joy \$Mileage Mileage re; travel to and from Burbank Airport; C. Humphrey; 56 miles @ .575 per mile | 0.575 | 56.000 | 32.20 | Billable |
| 4/23/2015 181503 | Joy \$FedEx Federal Express charges to Grover Johnson, Manteca, CA | 28.20 | 1.000 | 28.20 | Billable |

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| Date ID | Attorney Expense | Price Markup % | Quantity | Amount | Total |
|---------------------|--|-------------------|----------|----------|----------|
| 4/24/2015 181508 | Joy \$FedEx Federal Express charges from Moris Osmar Palma, North Hollywood, CA | 29.76 | 1.000 | 29.76 | Billable |
| 4/28/2015 181298 | Joy \$Expenses Expense re Clerk of Court, U.S. District Court; Certificates of Good Standing | 90.00 | 1.000 | 90.00 | Billable |
| 4/29/2015 181850 | Joy \$Expenses Expense re ABC Legal; Invoice 837333.100; Certificates of Good Standing from USDC | 59.40 | 1.000 | 59.40 | Billable |
| 4/30/2015 181318 | Joy \$Postage April, 2015 postage charges | 21.46 | 1.000 | 21.46 | Billable |
| 4/30/2015 181319 | Joy \$Photocopies April, 2015 copy charges; 198 copies @ .10 per copy | 0.10 | 198.000 | 19.80 | Billable |
| 4/30/2015 181327 | Joy \$Photocopies April, 2015 copy charges; 36 copies @ .10 per copy | 0.10 | 36.000 | 3.60 | Billable |
| 4/30/2015 181855 | Joy \$Travel Travel expense re American Airlines; travel to Memphis for hearing on Comtrak , Scheduling Conference; C. Humphrey | 1134.07 | 1.000 | 1,134.07 | Billable |
| 4/30/2015 181856 | Joy \$Travel Travel expense re American Airlines; travel to Memphis for hearing on Comtrak , Scheduling conference; S. Saltzman | 1134.07 | 1.000 | 1,134.07 | Billable |
| 5/1/2015 181726 | Joy \$Expenses Expense re Fed Ex Office; computer rental; C. Humphrey ; Status Conferene | 19.34 | 1.000 | 19.34 | Billable |
| 5/1/2015 181861 | Joy \$Expenses Expense re taxi service in Memphis for hearing; S. Saltzman | 40.00 | 1.000 | 40.00 | Billable |
| 5/2/2015 181727 | Joy \$Parking Parking re Los Angeles Airport; C. Humphrey | 60.00 | 1.000 | 60.00 | Billable |

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| Date ID | Attorney Expense | Price Markup % | Quantity | Amount | Total |
|---------------------|---|-------------------|----------|--------|----------|
| 5/2/2015 181860 | Joy \$Parking Parking re Los Angeles Airport | 60.00 | 1.000 | 60.00 | Billable |
| 5/4/2015 199310 | Joy \$Expenses Expense re hotel in Memphis, court hearing; S. Saltzman | 391.19 | 1.000 | 391.19 | Billable |
| 5/4/2015 199311 | Joy \$Expenses Expense re hotel in Memphis; court hearing; C. Humphrey | 344.96 | 1.000 | 344.96 | Billable |
| 5/14/2015 182104 | Joy \$Expenses Expense re court filing fee; Motion; C. Humphrey | 100.00 | 1.000 | 100.00 | Billable |
| 5/17/2015 181602 | Joy \$Mileage Mileage re; travel to San Bernadino for meeting with drivers; C. Humphrey; 180 miles @ .575 per mile | 0.575 | 180.000 | 103.50 | Billable |
| 5/18/2015 182103 | Joy \$Expenses Expense re food for meeting; C. Humphrey | 82.48 | 1.000 | 82.48 | Billable |
| 5/18/2015 182105 | Joy \$Hotel Hotel expenses re Ontario Airport Hotel; for meeting with drivers; C. Humphrey | 723.97 | 1.000 | 723.97 | Billable |
| 5/27/2015 181640 | Joy \$FedEx Federal Express charges to Moris Palma, North Hollywood, CA | 26.45 | 1.000 | 26.45 | Billable |
| 5/27/2015 181641 | Joy \$FedEx Federal Express charges to Victor Diaz, Fontana, CA | 26.45 | 1.000 | 26.45 | Billable |
| 5/27/2015 181642 | Joy \$FedEx Federal Express charges to Carlos Barillas, Los Angeles, CA | 27.73 | 1.000 | 27.73 | Billable |
| 5/27/2015 181643 | Joy \$FedEx Federal Express charges to Arturo Alvarez, Los Angeles, CA | 26.45 | 1.000 | 26.45 | Billable |
| 5/27/2015 181644 | Joy \$FedEx Federal Express charges to Sasa Joncie, Tracy, CA | 45.97 | 1.000 | 45.97 | Billable |

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| Date ID | Attorney Expense | Price Markup % | Quantity | Amount | Total |
|----------------------|---|-------------------|----------|--------|----------|
| 5/31/2015 181667 | Joy \$Photocopies May 31, 2015 copy charges; 416 copies @ .10 per copy | 0.10 | 416.000 | 41.60 | Billable |
| 5/31/2015 181698 | Joy \$Photocopies May, 2015 copy charges; 353 copies @ .10 per copy, copier #2 | 0.10 | 353.000 | 35.30 | Billable |
| 5/31/2015 181925 | Joy \$Postage May, 2015 postage | 40.00 | 1.000 | 40.00 | Billable |
| 7/31/2015 182633 | Joy \$Photocopies July copy charges; copier # 2; 302 copies @ .10 per copy | 0.10 | 302.000 | 30.20 | Billable |
| 7/31/2015 182681 | Joy \$Photocopies Copier #1; July copy charges; 261 copies @ .10 per copy | 0.10 | 261.000 | 26.10 | Billable |
| 8/31/2015 183083 | Joy \$Photocopies August copy charges; back copier; 309 copies @ .10 per copy | 0.10 | 309.000 | 30.90 | Billable |
| 9/30/2015 183153 | Joy \$Postage September postage | 11.90 | 1.000 | 11.90 | Billable |
| 10/23/2015 183447 | Joy \$FedEx Federal Express charges to Oscar L. Monroy, Los Angeles, CA | 23.63 | 1.000 | 23.63 | Billable |
| 12/20/2015 199312 | Joy \$Mileage Mileage re; travel to and from Ontario to attend meeting with drivers; T. Meh; 128 miles @ .575 per mile | 0.575 | 128.000 | 73.60 | Billable |
| 12/31/2015 184258 | Joy \$Photocopies December copy charges; back copier; 43 copies @ .10 per copy | 0.10 | 43.000 | 4.30 | Billable |
| 12/31/2015 184317 | Joy \$Postage December postage charges | 6.00 | 1.000 | 6.00 | Billable |
| 8/10/2016 187252 | Joy \$Expenses Expense re Clerk of Court; filing fee | 150.00 | 1.000 | 150.00 | Billable |

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22-4912:Contrak Master File (continued)

| Date ID | Attorney Expense | Price Markup % | Quantity | Amount | Total |
|---------------------|--|----------------|----------|--------|----------|
| 8/15/2016 199313 | Joy \$FedEx Federal Express charges to Seyfarth Shaw LLP, Los Angeles, CA | 26.74 | 1.000 | 26.74 | Billable |
| 1/31/2017 188581 | Joy \$Photocopies January copy charges; front copier; 635 copies @ .10 per copy | 0.10 | 635.000 | 63.50 | Billable |
| 2/9/2017 188608 | Joy \$Expenses Expense re State Bar of CA; Certificate of Good Standing; David Leimbach | 25.00 | 1.000 | 25.00 | Billable |
| 2/9/2017 188609 | Joy \$Expenses Expense re US District Court; Certificate of Good Standing; D. Leimbach | 19.00 | 1.000 | 19.00 | Billable |
| 2/22/2017 188519 | Joy \$Expenses Expense re Pay.gov; Invoice 0651-2495099; Filing fee for Pro Hac Vice Application in Tennessee. | 150.00 | 1.000 | 150.00 | Billable |
| 2/22/2017 199314 | Joy \$Expenses Expense re Courts/USCC/TN: court filing fees | 150.00 | 1.000 | 150.00 | Billable |
| 7/11/2017 189593 | Joy \$FedEx Federal Express charges to Jose Flores, Montebello, CA | 20.71 | 1.000 | 20.71 | Billable |
| 7/31/2017 189730 | Joy \$Photocopies July copy charges; front copier; 241 copies @ per copy | 0.10 | 241.000 | 24.10 | Billable |
| 1/19/2018 199315 | Joy \$FedEx Federal Express charges to Seyfarth Shaw, Los Angeles, CA | 24.54 | 1.000 | 24.54 | Billable |
| 4/9/2018 199316 | Joy \$FedEx Federal Express charges to Seyfarth Shaw, LLP, Los Angeles, CA | 28.71 | 1.000 | 28.71 | Billable |
| 4/9/2018 199317 | Joy \$FedEx Federal Express charges to Thomas J. Piskorski, Esq, Seyfarth Shaw | 47.67 | 1.000 | 47.67 | Billable |
| 8/31/2018 192876 | Joy \$Photocopies August copy charges; front copier; 70 copies @ .10 per copy | 0.10 | 70.000 | 7.00 | Billable |

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22-4912:Contrak Master File (continued)

| Date ID | Attorney Expense | Price Markup % | Quantity | Amount | Total |
|----------------------|--|-------------------|----------|----------|----------|
| 10/31/2018 193179 | Joy \$Photocopies October copy charges; front copier; 29 copies @ .10 per copy | 0.10 | 29.000 | 2.90 | Billable |
| 3/31/2019 194578 | Joy \$Postage March postage charges | 187.00 | 1.000 | 187.00 | Billable |
| 3/31/2019 194601 | Joy \$Photocopies March copy charges; back copier; 1486 copies @ .10 per copy | 0.10 | 1486.000 | 148.60 | Billable |
| 8/16/2019 196045 | Joy \$Expenses Expense re transportation from airport in Chicago to hotel re meeting re settlement; S. Saltzman | 81.93 | 1.000 | 81.93 | Billable |
| 8/16/2019 196046 | Joy \$Expenses Expense re transportation to airport in Chicago after settlement meeting; S. Saltzman | 92.37 | 1.000 | 92.37 | Billable |
| 8/16/2019 196048 | Joy \$Hotel Hotel expense in Chicago; Meeting with Contrak counsel and corporate representative re settlement; S. Saltzman | 672.10 | 1.000 | 672.10 | Billable |
| 8/16/2019 199318 | Joy \$Expenses Expense re United Airlines; Travel to Chicago for settlement meeting with Hub executive and counsel | 564.29 | 1.000 | 564.29 | Billable |
| 3/3/2020 199319 | Joy \$FedEx Federal Express charges to Seyfarth Shaw, LLP , Los Angeles, CA | 26.93 | 1.000 | 26.93 | Billable |
| 10/26/2021 198657 | Joy \$Expenses Expense re Court Call; Invoice 11350537; Call with Judge David Cohn ; S. Saltzman | 94.00 | 1.000 | 94.00 | Billable |
| 2/9/2022 199320 | Joy \$Expenses Expense re Forensic Linguists Studios; Invoice 1115; Translation services | 2031.48 | 1.000 | 2,031.48 | Billable |
| 3/8/2022 199321 | Joy \$Expenses Expense re Forensic Linguists Studios; Invoice 1145; Translation of Settlement Agreement Amendment #1 | 82.95 | 1.000 | 82.95 | Billable |

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22-4912:Contrak Master File (continued)

| Date ID | Attorney Expense | Price Markup % | Quantity | Amount | Total |
|----------------------------------|---|-------------------|----------|-------------|-------------|
| 3/25/2022 | Joy | 210.84 | 1.000 | 210.84 | Billable |
| 199322 | \$Expenses Expense re Forensic Linguists Studios; Invoice 1145, Translation of Barillas Declaration | | | | |
| TOTAL Billable Costs | | | | | \$34,588.55 |
| | | | | Amount | Total |
| Total Fees: Client Hold applied | | | | | \$0.00 |
| Total of Costs (Expense Charges) | | | | | \$34,588.55 |
| Total new charges | | | | | \$34,588.55 |
| New Balance Current | | | | \$34,588.55 | |
| Total New Balance | | | | | \$34,588.55 |

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Pre-bill Worksheet

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Selection Criteria

| | |
|-----------------------|----------------------|
| Clie.Selection | Include: 22-7215 |
| Atto.Selection | Include: Joy |
| Slip.Transaction Date | Earliest - 11/2/2022 |

| | |
|---------------|-------------------------------|
| Nickname | 22-7215 Comtrak PAGA |
| Full Name | Comtrak PAGA |
| Address | |
| Phone 1 | Phone 2 |
| Phone 3 | Phone 4 |
| In Ref To | Comtrak PAGA 22-7215 |
| Fees Arrg. | By billing value on each slip |
| Expense Arrg. | By billing value on each slip |
| Tax Profile | Exempt |

| | |
|------------------------------|--------|
| Total of billable time slips | \$0.00 |
|------------------------------|--------|

| Date ID | Attorney Expense | Price Markup % | Quantity | Amount | Total |
|----------------------|--|----------------|----------|----------|----------|
| 10/2/2014 199323 | Joy \$FedEx Federal Express charges to Civil Filing Clerk, San Bernardino Superior Court, San Bernardino, CA | 22.35 | 1.000 | 22.35 | Billable |
| 8/4/2015 182719 | Joy \$Expenses Expense re Clerk of Court; Complex case filing fee | 1000.00 | 1.000 | 1,000.00 | Billable |
| 8/4/2015 182720 | Joy \$Expenses Expense re Clerk of Court; filing fee for Summons & Complaint | 435.00 | 1.000 | 435.00 | Billable |
| 8/31/2015 183109 | Joy \$Postage August postage charges | 1.63 | 1.000 | 1.63 | Billable |
| 11/30/2015 184207 | Joy \$Photocopies November copy charges; 442 copies @ .10 per copy | 0.10 | 442.000 | 44.20 | Billable |
| 12/31/2015 184276 | Joy \$Photocopies December copy charges; back copier; 18 copies @ .10 per copy | 0.10 | 18.000 | 1.80 | Billable |
| 2/3/2016 185185 | Joy \$Expenses Expense re ABC Legal; Invoice 1289238.100; court filing fee | 59.95 | 1.000 | 59.95 | Billable |

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Pre-bill Worksheet

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22-7215:Comtrak PAGA (continued)

| Date ID | Attorney Expense | Price Markup % | Quantity | Amount | Total |
|----------------------|---|----------------|----------|--------|----------|
| 5/9/2016 186423 | Joy \$Expenses Expense re Ace Attorney Service; Invoice 1333667; Notice of trial set conference | 127.78 | 1.000 | 127.78 | Billable |
| 8/12/2016 188065 | Joy \$Expenses Expense re Ace Attorney Service; Invoice 177732; file orders | 272.78 | 1.000 | 272.78 | Billable |
| 9/30/2016 187794 | Joy \$Photocopies September copy charges; back copier; 640 copies @ .10 per copy | 0.10 | 640.000 | 64.00 | Billable |
| 10/5/2016 188389 | Joy \$Hotel Hotel expenses re Double Tree, San Bernardino; court hearing on Motions; S. Saltzman | 190.12 | 1.000 | 190.12 | Billable |
| 10/7/2016 187729 | Joy \$Expenses Expense re Linda Baldwin, CSR, court reporter; transcript of the October 5, 2016 hearing | 156.45 | 1.000 | 156.45 | Billable |
| 10/31/2016 187817 | Joy \$Photocopies October copy charges; back copier; 29 copies @ .10 per copy | 0.10 | 29.000 | 2.90 | Billable |
| 10/31/2016 188432 | Joy \$Expenses Expense re Ace Attorney Service; Invoice 182297; file document with court | 171.53 | 1.000 | 171.53 | Billable |
| 11/9/2016 188434 | Joy \$Expenses Expense re Ace Attorney Service; Invoice 183023; file document with court | 82.78 | 1.000 | 82.78 | Billable |
| 11/10/2016 188115 | Joy \$FedEx Federal Express charges to Colleen Regan, David Jacobson, Los Angeles, CA | 22.26 | 1.000 | 22.26 | Billable |
| 11/30/2016 188298 | Joy \$Photocopies November copy charges; back copier; 174 copies @ .10 per copy | 0.10 | 174.000 | 17.40 | Billable |
| 1/18/2017 189091 | Joy \$Expenses Expense re meal while traveling; S. O'Dell | 18.89 | 1.000 | 18.89 | Billable |

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Pre-bill Worksheet

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22-7215:Comtrak PAGA (continued)

| Date ID | Attorney Expense | Price Markup % | Quantity | Amount | Total |
|----------------------|--|----------------|----------|--------|----------|
| 1/19/2017 188592 | Joy \$Mileage Mileage re; travel to court appearance in San Bernardino; S. O'Dell; 80 miles @ .575 per mile | 0.575 | 80.000 | 46.00 | Billable |
| 1/20/2017 189092 | Joy \$Expenses Expense re lodging in San Bernardino, CA ; S. O'Dell | 164.19 | 1.000 | 164.19 | Billable |
| 1/20/2017 189523 | Joy \$Hotel Hotel expenses re Hilton, San Bernardino; for hearing on Motions; S. Saltzman | 175.21 | 1.000 | 175.21 | Billable |
| 1/31/2017 188590 | Joy \$Photocopies January copy charges; front copier; 62 copies @ .10 per copy | 0.10 | 62.000 | 6.20 | Billable |
| 2/16/2017 188776 | Joy \$Expenses Expense re Ace Attorney Service; Invoice 1422530; court filing fee | 81.97 | 1.000 | 81.97 | Billable |
| 4/12/2017 189495 | Joy \$Hotel Hotel expenses re San Bernardino Homewood Suites; Comtrak hearing; S. Saltzman | 197.26 | 1.000 | 197.26 | Billable |
| 4/30/2017 189256 | Joy \$Photocopies April copy charges; 69 copies @ .10 per copy | 0.10 | 69.000 | 6.90 | Billable |
| 10/10/2017 190432 | Joy \$Expenses Expense re Ace Attorney Service; Invoice 1500731; file document with court (filing fee 20.00) | 132.18 | 1.000 | 132.18 | Billable |
| 10/17/2017 190488 | Joy \$Expenses Expense re Ace Attorney Service; Invoice 1502942; court filing fee | 70.96 | 1.000 | 70.96 | Billable |
| 10/19/2017 190489 | Joy \$Expenses Expense re Ace Attorney Service; Invoice 1503958; court filing fee | 111.16 | 1.000 | 111.16 | Billable |
| 10/31/2017 190610 | Joy \$Postage October postage charges | 7.70 | 1.000 | 7.70 | Billable |
| 11/30/2017 190637 | Joy \$Photocopies November copy charges; front copier; 124 copies @ .10 per copy | 0.10 | 124.000 | 12.40 | Billable |

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Pre-bill Worksheet

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22-7215:Comtrak PAGA (continued)

| Date ID | Attorney Expense | Price Markup % | Quantity | Amount | Total |
|---------------------|---|----------------|----------|--------|----------|
| 1/18/2018 191213 | Joy \$Expenses Expense re Ace Attorney; Invoice 1532726; filing fee San Bernardino Superior Court | 123.68 | 1.000 | 123.68 | Billable |
| 1/31/2018 191242 | Joy \$Photocopies January copy charges; front copier; 156 copies @ .10 per copy | 0.10 | 156.000 | 15.60 | Billable |
| 2/1/2018 191763 | Joy \$Hotel Hotel expenses re hearing in San Bernardino, S. Saltzman | 156.17 | 1.000 | 156.17 | Billable |
| 2/1/2018 191764 | Joy \$Hotel Hotel expenses re court hearing in San Bernardino; W. Baird | 132.84 | 1.000 | 132.84 | Billable |
| 4/5/2018 191917 | Joy \$Expenses Expense re Clerk of Court; filing fees | 390.00 | 1.000 | 390.00 | Billable |
| 4/10/2018 191975 | Joy \$Expenses Expense re Court Call; Invoice 9011402; Status conference call with Judge David Cohn; W. Baird | 86.00 | 1.000 | 86.00 | Billable |
| 6/30/2018 192323 | Joy \$Photocopies June copy charges; front copier; 42 copies @ .10 per copy | 0.10 | 42.000 | 4.20 | Billable |
| 6/30/2018 192332 | Joy \$Photocopies June copy charges; back copier; 88 copies @ .10 per copy | 0.10 | 88.000 | 8.80 | Billable |
| 7/12/2018 192269 | Joy \$Expenses Expense re True Filing; Invoice 99286; filing fee, Answer to Petition for Review | 412.20 | 1.000 | 412.20 | Billable |
| 7/13/2018 192412 | Joy \$FedEx Fed Ex charge re Office of the Clerk, San Francisco, CA | 41.93 | 1.000 | 41.93 | Billable |
| 7/31/2018 192723 | Joy \$Photocopies July copy charges; back copier; 88 copies @ .10 per copy | 0.10 | 88.000 | 8.80 | Billable |
| 7/31/2018 192752 | Joy \$Postage July postage charges | 5.04 | 1.000 | 5.04 | Billable |

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22-7215:Comtrak PAGA (continued)

| Date ID | Attorney Expense | Price Markup % | Quantity | Amount | Total |
|---------------------|---|-------------------|----------|--------|------------|
| 1/18/2019 193845 | Joy \$Expenses Expense re Ace Attorney Service; Invoice; Invoice 258251; filing fee | 117.68 | 1.000 | 117.68 | Billable |
| 3/22/2019 194383 | Joy \$Expenses Expense re Ace Attorney Service; Invoice 1691531; filing fee, Joint Stipulation | 124.66 | 1.000 | 124.66 | Billable |
| 3/26/2019 194493 | Joy \$Expenses Expense re Court Call; Invoice 9691963; Trial setting conference with Judge David Cohn; W. Baird | 124.00 | 1.000 | 124.00 | Billable |
| 6/22/2020 198676 | Joy \$Expenses Expense re Court Call; Invoice 10308608; Call with Judge David Cohn; S. Saltzman | 94.00 | 1.000 | 94.00 | Billable |
| 9/10/2020 198606 | Joy \$Expenses Expense re Court Call; Invoice 10743640; Call with Judge David Cohn; S. Saltzman | 94.00 | 1.000 | 94.00 | Billable |
| 3/8/2021 198008 | Joy \$Expenses Expense re Ace Attorney; Invoice 1932010; filing fee | 111.11 | 1.000 | 111.11 | Billable |
| 3/10/2021 198634 | Joy \$Expenses Expense re Court Call; Invoice 11129925; Call with Judge David Cohn; S. Saltzman | 94.00 | 1.000 | 94.00 | Billable |
| 6/2/2021 198160 | Joy \$Expenses Expense re Ace Attorney Service; Invoice 1957453; File joint stituplation | 133.11 | 1.000 | 133.11 | Billable |
| 6/6/2022 199159 | Joy \$Expenses Expense re Ace Attorney; Invoice 2071922; file Joint Stipulation | 123.09 | 1.000 | 123.09 | Billable |
| 8/11/2022 199183 | Joy \$Expenses Expense re Ace Attorney; Invoice 2093741; PDF filing | 359.84 | 1.000 | 359.84 | Billable |
| TOTAL | Billable Costs | | | | \$6,464.70 |

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| | Amount | Total |
|----------------------------------|------------|------------|
| Total of Fees (Time Charges) | | \$0.00 |
| Total of Costs (Expense Charges) | | \$6,464.70 |
| Total new charges | | \$6,464.70 |
| New Balance Current | \$6,464.70 | |
| Total New Balance | | \$6,464.70 |

EXHIBIT 5

to

Declaration of Stanley D. Saltzman

From: [veronica.rodriguez](#)
To: [Karen Gold](#)
Subject: Re: Comtrak class action lawsuit
Date: Monday, October 24, 2022 9:45:53 PM

Withdraw the objection n continue on the settlement please, thank you Karen .

Sent from my iPhone